

need stamp
CA-11-07908
DPA

**PRIVATE PASSENGER APPLICATION
CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN**

Deletions

IMPORTANT NOTICE

This policy is not effective until your application is electronically transmitted to the Plan by your agent or broker. The following conditions must also be met: (1) Both you and your agent or broker must sign and date a properly completed application. (2) Your agent or broker must mail your application to the Plan within two days of its completion. You may request that your agent or broker transmit the documents in your presence to ensure immediate coverage, provided the above requirements are met. If the above requirements are not met, your coverage will take effect the day after the Plan office receives your application. You may request that your agent or broker notify you when coverage is effective.

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name		Producer First Name		MI
DBA Name				
Mailing Address		Suite No.	City	State Zip Code
Tax ID or Social Security No.	Producer License No.	Telephone No.	Fax No.	

SECTION 2. SIGNING PRODUCER

Complete if producer completing/signing this application differs from the Producer of Record.

Last Name	First Name	MI	Producer License No.
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SECTION 3. APPLICANT

Last Name	First Name	MI	Home Telephone No.	Business Telephone No.
Street Address		Apt. No.	City	State Zip Code
Mailing Address (if different from Street Address)		Apt. No.	City	State Zip Code

SECTION 4. OPERATOR INFORMATION

(List all operators in household and any other drivers.)

Applicant's former addresses (past 3 years)

Street Address		City		State	Zip Code						
Applicant and other Drivers	Relationship to Applicant	% Use for Each Vehicle				Birth Date MM/DD/YYYY	Sex	MS*	Driver's License No.	State	Licensed 3 Years? If 'No', give date issued
		V1	V2	V3	V4						
APPLICANT	APPLICANT										<input type="checkbox"/> Yes <input type="checkbox"/> No
											<input type="checkbox"/> Yes <input type="checkbox"/> No
											<input type="checkbox"/> Yes <input type="checkbox"/> No
											<input type="checkbox"/> Yes <input type="checkbox"/> No

*MS Marital Status: S-Single, M-Married, DP-Domestic Partner W-Widowed, D-Divorced, P- Separated

Applicant's Occupation		Nature of Business		Employer's Name	
Street Address		City		State	Zip Code
Other Driver's Occupation		Nature of Business		Employer's Name	
Street Address		City		State	Zip Code

Send completed application with check/money order and required attachments to:

California Automobile Assigned Risk Plan
P.O. Box 7917
San Francisco, CA 94120-7917

SECTION 5. VEHICLE 1 – VEHICLE INFORMATION AND VEHICLE USE

Year	Make	Model	Body Style	H.P./Cu. In.CC
Vehicle Identification No.			Registered Owner's Last Name	First Name
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.			Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	
Principal Address of Garaging			Miles one way to work, school or transportation	Est. Annual Mileage
Applicant address as it appears on registration, if different from Section 3			State Registered In	Rating Band
			Rate Class	Penalty Points

SECTION 5. VEHICLE 2 – VEHICLE INFORMATION AND VEHICLE USE

Year	Make	Model	Body Style	H.P./Cu. In.CC
Vehicle Identification No.			Registered Owner's Last Name	First Name
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.			Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	
Principal Address of Garaging			Miles one way to work, school or transportation	Est. Annual Mileage
Applicant address as it appears on registration, if different from Section 3			State Registered In	Rating Band
			Rate Class	Penalty Points

SECTION 5. VEHICLE 3 – VEHICLE INFORMATION AND VEHICLE USE

Year	Make	Model	Body Style	H.P./Cu. In.CC
Vehicle Identification No.			Registered Owner's Last Name	First Name
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.			Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	
Principal Address of Garaging			Miles one way to work, school or transportation	Est. Annual Mileage
Applicant address as it appears on registration, if different from Section 3			State Registered In	Rating Band
			Rate Class	Penalty Points

SECTION 5. VEHICLE 4 – VEHICLE INFORMATION AND VEHICLE USE

Year	Make	Model	Body Style	H.P./Cu. In.CC
Vehicle Identification No.			Registered Owner's Last Name	First Name
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.			Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	
Principal Address of Garaging			Miles one way to work, school or transportation	Est. Annual Mileage
Applicant address as it appears on registration, if different from Section 3			State Registered In	Rating Band
			Rate Class	Penalty Points

SECTION 6. COVERAGES

(As provided by the Rules of the Plan.)

→ Check appropriate boxes for coverages.	Vehicle 1 Premiums	Vehicle 2 Premiums	Vehicle 3 Premiums	Vehicle 4 Premiums
Bodily Injury Liability <input type="checkbox"/> \$15,000 Each Person/\$30,000 Each Accident				
Property Damage Liability <input type="checkbox"/> \$5,000 Each Accident				
Medical Payments Coverage (Optional) <input type="checkbox"/> \$1,000 - Maximum Amount (Excess Coverage)				
Uninsured Motorist (UM) - Bodily Injury (Optional) <input type="checkbox"/> \$15,000 Each Person/\$30,000 Each Accident				
Uninsured Motorist (UM) - Property Damage (Optional) <input type="checkbox"/> Each Accident (Maximum \$3,500)				
Total Penalty Points Premium Surcharge (12 points max per vehicle)				
Extended NonOwned Coverage (D.O.C.) If needed complete Section 6a. <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, see Rule 25 for premium charge)				
Financial Responsibility Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", indicate \$15.00 Filing Fee (if no penalty point surcharges)				
Estimated Total Premium per vehicle	\$	\$	\$	\$
Total Estimated Premium for vehicles 1 - 4	\$			

SECTION 6.a. EXTENDED NON OWNED AUTO COVERAGE - PERSONAL AUTO COVERAGE

Is the individual, spouse or resident individual using an auto employed by a garage? ☐ Yes ☐ No
Is the auto furnished to the individual, spouse, or resident individual for their regular use? ☐ Yes ☐ No
Is primary liability insurance in effect for the auto furnished for regular use? ☐ Yes ☐ No

Name of individual to be covered _____

SECTION 7. FINANCIAL RESPONSIBILITY

Is applicant or other eligible operator residing in the same household required to file evidence of financial responsibility? ☐ Yes ☐ No
If "Yes", complete the following:

Name	License No.	State where Filing required	Reason for Filing

Type of Filing ☐ SR22 Owner's (operation of owned vehicles) ☐ SR22 Operator's (operation of non-owned vehicles) ☐ Both
☐ SR1P Date of Accident _____

SECTION 8. NON-OWNER

Complete If Application Is For a Non-Owner Policy.

A. Type of vehicle applicant will operate. ☐ Private Passenger ☐ Commercial ☐ Taxi/Bus ☐ Other (describe) _____
B. Will vehicle be operated in applicant's occupation or business? ☐ Yes ☐ No
C. Is vehicle owned by applicant or member of household? ☐ Yes ☐ No
D. If answer to B or C is "Yes", give name of Insurance Company providing liability coverage. _____
E. Is applicant excluded? ☐ Yes ☐ No

SECTION 9. PAYMENT PLANS

Gross Deposit Premium Must Be Submitted With Application.

<input type="checkbox"/> Option 1 - Full Annual Premium	Check/Money Order/Draft No.:	
<input type="checkbox"/> Option 2 - Premium Deposit of \$125 or 25%, whichever is greater with Single Bill Balance to be paid in 30 days.	Total Estimated Premium:	\$
<input type="checkbox"/> Option 3 - Installment Plan - Deposit of \$250 or 25%, whichever is greater plus 5 monthly payments with \$4.00 Installment charge.*	Amount Submitted with Application:	\$
<input type="checkbox"/> Premium to be Financed - Name of Premium Finance Company**	* Not Available on Premium Financed Policies. ** Attach a copy of Premium Finance contract.	

FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

SECTION 10. ACCIDENTS

Has applicant, or anyone who usually drives the applicant's motor vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past THIRTY-SIX months? ☐ Yes ☐ No If "Yes", complete the following. (If necessary, use Remarks Section.)

Name of Operator	Accident Date	Place of Accident		Bodily Injury or Death	Prop. Damage (incl. your own) Amount	Penalty Points
		City	State			
				<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	

If the answer to any of the following is Yes, check "Yes" box and give date of accident.

- | | | |
|---|------------------------------|------------------------|
| 1. Applicant's motor vehicle lawfully parked. | <input type="checkbox"/> Yes | Date(s) of Accident(s) |
| 2. Applicant reimbursed by or on behalf of person responsible for the accident or has such judgement against such person. | <input type="checkbox"/> Yes | |
| 3. Other person involved in accident was convicted. Applicant or operator was not convicted. | <input type="checkbox"/> Yes | |
| 4. Damaged by "Hit-and-Run" Driver and accident reported to police within 24 hours from time of accident. | <input type="checkbox"/> Yes | |
| 5. Driving a bus for a private or municipal school bus company or as a commercial vehicle operator. | <input type="checkbox"/> Yes | |
| 6. Driving a law enforcement agency vehicle, fire truck or ambulance on emergency call. | <input type="checkbox"/> Yes | |
| 7. Other type of accident - non-chargeable under provisions of the Plan. If "Yes", describe in Remarks. | <input type="checkbox"/> Yes | |

SECTION 11. CONVICTIONS (Motor Vehicle and Non-Motor Vehicle)

Has the applicant or anyone who usually drives the applicant's motor vehicle(s) been CONVICTED or FORFEITED BAIL at any time during the immediately preceding THIRTY-SIX months? ☐ Yes ☐ No If "Yes", complete the following. (If necessary, use Remarks Section.)

NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Name of Operator	Conviction Date	Did Conviction Arise as a Result of an Accident?	Type of Violation	Place of Conviction		Penalty Points	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 12. INSURANCE RECORD

Has applicant had insurance in the past? ☐ No ☐ Yes If "Yes", complete the following.

Name of applicant's latest carrier	Policy No.	Termination date
Was coverage through Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was 3 year assignment completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "No", give reason terminated.
Are any other vehicles owned by any member of household? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", give name of insurer and attach copy of declaration page.

SECTION 13. ELIGIBILITY CERTIFICATION STATEMENT

I, (Name) _____ hereby declare under penalty of perjury that the following is true and correct:

1. A "good driver" as defined by the Insurance Code is a person licensed to drive for the previous three years who, during that time, has not; (a) had more than one violation point charged against his or her license; or (b) had more than one dismissal of a violation of a driving law which was not made confidential; or (c) been principally at fault for an accident resulting in bodily injury or death; or (d) [only for persons under 18 years old] have been found to have operated a motor vehicle with blood alcohol level of 0.05% or greater.

CHECK ONE: ☐ I AM NOT a "good driver" ☐ I AM a "good driver"

IF YOU CHECKED THAT YOU ARE NOT A "GOOD DRIVER", DO NOT COMPLETE THE REST OF THIS SECTION. IF YOU ARE A "GOOD DRIVER", READ AND COMPLETE ITEMS 2 - 5.

2. On (Month/Day/Year) _____, at _____ ☐ A.M. ☐ P.M., I applied to (Name of insurer) _____ Insurance Company/Group for automobile liability insurance.
3. I am eligible by reason of membership, affiliation, employment, or other such characteristic, if such is required to purchase automobile liability insurance from the insurance company/group named in Item 2.
4. On (Month/Day/Year) _____, at _____ ☐ A.M. ☐ P.M., I contacted _____ of the _____ Insurance Company/Group/Agency/Brokerage at _____ who informed me that _____ Insurance Company/Group rejected my request for insurance for the following reason(s): _____ IF YOU HAVE A NOTICE OF REJECTION, PLEASE ATTACH.
5. In the last 60 days, no other insurance company/group has agreed to sell me automobile liability insurance nor have I requested cancellation of automobile liability insurance.

SECTION 14. COVERAGE FOR ACTS OF UNINSURED MOTORISTS: CALIFORNIA

DELETION OF COVERAGE: The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

REDUCTION OF COVERAGE: The Uninsured Motorists provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements.

DAMAGE TO YOUR VEHICLE: In addition, the California Insurance Code requires insurers to offer coverage for damage to your vehicle caused by an uninsured motor vehicle to the extent that you, the insured party, are legally entitled to recover from the owner or operator of the uninsured motor vehicle. Such property damage coverage will either: (1) pay the collision deductible on the insured motor vehicle, if it is covered by collision insurance, or (2) pay for damage to the insured motor vehicle, if it is not covered by collision insurance. This coverage will not pay for damage to personal property other than the vehicle or for loss of use of the vehicle, and it will not exceed the smallest of any the following: (1) The amount of the collision deductible; (2) the actual cash value of the insured motor vehicle; or (3) \$3,500. You may reject uninsured motorist coverage completely or reject it only when an insured motor vehicle is operated by a natural person or persons that you designate by name. If you reject uninsured motorist coverage for bodily injury, you must also reject uninsured motorist coverage for property damage; however, you may elect to obtain uninsured motorist bodily injury coverage without obtaining uninsured motorist property damage coverage. It shall be presumed that an application for a policy of bodily injury liability insurance containing uninsured motorist coverage if an amount less than that required by Insurance Code Section 11580.2, Subdivision (m), signed by you (the named insured) and approved by the insurer, with a policy effective date after January 1, 1985, shall be a valid agreement as to the amount of uninsured motorist coverage to be provided.

SECTION 15. REJECTION OF UNINSURED MOTORIST COVERAGE

I understand that if I reject uninsured motorist coverage, and if I am injured by a person driving without motor vehicle insurance, I may be unable to recover any significant amount of money to cover the costs of my injuries or of damage to my motor vehicle. I have applied this day for coverage under an automobile liability insurance policy, and the company providing such coverage and I have agreed as follows to delete uninsured motorist coverage from that insurance policy.

1. ☐ I elect to delete completely uninsured motorist coverage for all insureds.
2. ☐ I elect to delete uninsured motorist coverage for property damage coverage, but keep uninsured motorist coverage for bodily injury.
3. ☐ I elect to delete completely uninsured motorist coverage for the following designated person(s) listed below:

4. ☐ I elect to delete uninsured motorist coverage for property damage coverage, but keep uninsured motorist coverage for bodily injury for the following designated person(s) listed below:

X _____ Date: _____ Hour: _____ ☐ AM ☐ PM
Applicant's Signature

The rejection of insurance indicated by the above agreement shall be binding upon every insured to whom such policy or endorsement provisions apply while such policy is in force, and it shall continue to be so binding with respect to any continuation, renewal or replacement of such policy by the named insured, or with respect to reinstatement of such policy with 30 days of any lapse thereof.

DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTAND IT.

SECTION 16. EVIDENCE OF INSURANCE AND EFFECTIVE DATE OF COVERAGE

Requested Effective Date and Time:

~~ELECTRONIC EFFECTIVE DATE PROCEDURE (EEDP) REFERENCE NO.:~~

Example: 09/ 01/2004 11:30 AM

~~(Only required if using EEDP in lieu of EAS submission)~~

NOTE: ~~In the event there is no U.S. postmark, coverage will become effective no earlier than 12:01 a.m. on the day following receipt in the Plan Office. A metered mail postmark, electronic stamp or other postage service stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.~~

IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.

SECTION 17. PRODUCER OF RECORD STATEMENT

I certify, under penalty of perjury, that I have personally asked the applicant every question on this application and accurately noted each of the applicant's responses. In addition, I certify that legible photocopies of the applicant's and principal operator's driver's license(s) (unless suspended or revoked), as well as each vehicle registration or proof of ownership, are attached. I certify that this application is submitted pursuant to the effective date provisions of the California Automobile Assigned Risk Plan. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such premium. The information contained herein is accurate to the best of my knowledge.

X _____ Date: _____ Hour: _____ ☐ A.M. ☐ P.M.
Producer's Signature

SECTION 18. APPLICANT'S STATEMENT**Your Signature On This Application Certifies The Following. Do Not Sign Without Reading.**

I hereby certify under penalty of perjury that I,

1. Have been informed of my right to choose the CAARP Interest-free Payment Plan option as shown in Section 9 of this application.
CHECK ONE: ☐ Yes ☐ No (If "No" please ask the producer for an explanation.)
2. Agree to pay all premiums when due and designate the individual shown above as agent/broker of record for this insurance.
3. Do not owe any insurance company for automobile insurance premiums due or contracted during the preceding two (2) years.
4. Understand that if I owe money for a prior CAARP policy which I have not formally appealed to the California Insurance Commissioner, the money I submit with this application for a new CAARP policy will be applied to that prior policy, and I am not entitled to a refund of the money I submit with this application, even if coverage for this new policy is terminated, until I pay the full amount owed for all current and prior CAARP policies.
5. Understand the agent/broker is not acting as an agent of any company for the purposes of this insurance.
6. Agree that no coverage will be effective if my premium remittance is justifiably dishonored by the financial institution;
7. Will remit a check, money order, or a bank draft of the applicant, producer of record or financing institution, as directed by the insurer, for the balance of the full premium for the policy, within 30 days of notification or, if I have so elected in Option 3 of Section 9 of this application, to make payments as specified in the CAARP Interest-free Payment Plan Regulation (Section 26).
8. Certify that this application was written and signed as of the date shown.
9. Realize that any misleading information, or failure to disclose required information, will not be considered good faith on my part and will prejudice my application for insurance.
10. Certify that, to the best of my knowledge and belief, all statements contained in this application are correct.

X

Date: _____ Hour: _____ ☐ A.M. ☐ P.M.

Applicant's Signature

NOTE - FEES ARE ILLEGAL

Section 11624.5 of the California Insurance Code provides: No insurance agent, broker or solicitor shall make any charge to the applicant, directly or indirectly, for furnishing any person the necessary application forms, technical assistance and services necessary to perfect an application through the Plan other than such commission as is paid by the insurer pursuant to the provisions of such Plan.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THE APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CRIMINAL PENALTIES.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

NOTICE TO APPLICANT AND PRODUCER

In the event acknowledgement of coverage is not received within 30 days, notify the Plan Office at 800-622-0954.

NOTE: Following an assignment of an EASI reference number and prior to mailing the completed, signed application to the Plan, you are not permitted to alter or in any way change any information on the application. Please refer to the Retraction Procedures outlined in the Plan manual if you need to retract an application submitted through EASI.

DISCOUNTS AND CREDITS SECTIONMature Driver Improvement
Course DiscountOperator Eligible ☐ Op1 ☐ Op2 ☐ Op3 ☐ Op4Discount Applied ☐ V1 ☐ V2 ☐ V3 ☐ V4**ATTACHMENTS**

- ☐ Copy of Vehicle Registration(s) or Proof of Ownership
- ☐ Copy of Driver's License(s) for Applicant & Principal Operator
- ☐ Copy of Declaration Page from any other owned vehicle(s)

- ☐ Deposit Premium Payment
- ☐ Mature Driver Improvement Course Discount Certificate (if applicable)

REMARKS SECTION

Complaints about insurance companies or agents/brokers can be directed to the California Department of Insurance Consumer Services Division at 800-927-HELP (4357).

**PRIVATE PASSENGER APPLICATION
CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN**

CB
CA 11-07 new
PPA

IMPORTANT NOTICE

Additions

This policy is not effective until your application is electronically transmitted to the Plan by your agent or broker. The following conditions must also be met: (1) Both you and your agent or broker must sign and date a properly completed application. (2) Your agent or broker must mail your application to the Plan within two days of its completion. You may request that your agent or broker transmit the documents in your presence to ensure immediate coverage, provided the above requirements are met. If the above requirements are not met, your coverage will take effect the day after the Plan office receives your application. You may request that your agent or broker notify you when coverage is effective.

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name		Producer First Name		MI	
DBA Name					
Mailing Address		Suite No.	City	State	Zip Code
Tax ID or Social Security No.	Producer License No.	Telephone No.		Fax No.	

SECTION 2. SIGNING PRODUCER Complete if producer completing/signing this application differs from the Producer of Record.

Last Name	First Name	MI	Producer License No.
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SECTION 3. APPLICANT

Last Name	First Name	MI	Home Telephone No.	Business Telephone No.
Street Address		Apt. No.	City	State Zip Code
Mailing Address (if different from Street Address)		Apt. No.	City	State Zip Code

SECTION 4. OPERATOR INFORMATION (List all operators in household and any other drivers.)

Applicant's former addresses (past 3 years)											
Street Address				City			State	Zip Code			
Applicant and other Drivers	Relationship to Applicant	% Use for Each Vehicle				Birth Date MM/DD/YYYY	Sex	MS*	Driver's License No.	State	Licensed 3 Years? If 'No', give date issued
		V1	V2	V3	V4						
APPLICANT	APPLICANT										<input type="checkbox"/> Yes <input type="checkbox"/> No
											<input type="checkbox"/> Yes <input type="checkbox"/> No
											<input type="checkbox"/> Yes <input type="checkbox"/> No
											<input type="checkbox"/> Yes <input type="checkbox"/> No

*MS Marital Status: S-Single, M-Married, DP-Domestic Partner W-Widowed, D-Divorced, P- Separated

Applicant's Occupation		Nature of Business		Employer's Name	
Street Address		City		State	Zip Code
Other Driver's Occupation		Nature of Business		Employer's Name	
Street Address		City		State	Zip Code

Send completed application with check/money order and required attachments to:

California Automobile Assigned Risk Plan
P.O. Box 7917
San Francisco, CA 94120-7917

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Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No	Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	* If yes, detail in Remarks Section
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.		Principal Address of Garaging		Miles one way to work, school or transportation		Est. Annual Mileage
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Year	Make	Model	Body Style	H.P./Cu. In.CC		
Vehicle Identification No.		Registered Owner's Last Name		First Name		
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No	Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	* If yes, detail in Remarks Section
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Year	Make	Model	Body Style	H.P./Cu. In.CC		
Vehicle Identification No.		Registered Owner's Last Name		First Name		
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No	Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	* If yes, detail in Remarks Section
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.		Principal Address of Garaging		Miles one way to work, school or transportation		Est. Annual Mileage
Applicant address as it appears on registration, if different from Section 3.			State Registered In	Rating Band	Rate Class	Penalty Points

SECTION 5. VEHICLE 4 – VEHICLE INFORMATION AND VEHICLE USE

Year	Make	Model	Body Style	H.P./Cu. In.CC		
Vehicle Identification No.		Registered Owner's Last Name		First Name		
Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No	Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	* If yes, detail in Remarks Section
<input type="checkbox"/> Pleasure <input type="checkbox"/> To Work/To School <input type="checkbox"/> Business <input type="checkbox"/> Commercial** <input type="checkbox"/> Farm **Applicable only for motorcycles used for commercial purposes.		Principal Address of Garaging		Miles one way to work, school or transportation		Est. Annual Mileage
Applicant address as it appears on registration, if different from Section 3.			State Registered In	Rating Band	Rate Class	Penalty Points

SECTION 6. COVERAGES

(As provided by the Rules of the Plan.)

→ Check appropriate boxes for coverages.	Vehicle 1 Premiums	Vehicle 2 Premiums	Vehicle 3 Premiums	Vehicle 4 Premiums
Bodily Injury Liability <input type="checkbox"/> \$15,000 Each Person/\$30,000 Each Accident				
Property Damage Liability <input type="checkbox"/> \$5,000 Each Accident				
Medical Payments Coverage (Optional) <input type="checkbox"/> \$1,000 - Maximum Amount (Excess Coverage)				
Uninsured Motorist (UM) - Bodily Injury (Optional) <input type="checkbox"/> \$15,000 Each Person/\$30,000 Each Accident				
Uninsured Motorist (UM) - Property Damage (Optional) <input type="checkbox"/> Each Accident (Maximum \$3,500)				
Total Penalty Points Premium Surcharge (12 points max per vehicle)				
Extended NonOwned Coverage (D.O.C.) If needed complete Section 6a. <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, see Rule 25 for premium charge.)				
Financial Responsibility Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", indicate \$15.00 Filing Fee (If no penalty point surcharges)				
Estimated Total Premium per vehicle	\$	\$	\$	\$
Total Estimated Premium for vehicles 1 - 4	\$			

SECTION 6.a. EXTENDED NON OWNED AUTO COVERAGE - PERSONAL AUTO COVERAGE

- Is the individual, spouse or resident individual using an auto employed by a garage? ☐ Yes ☐ No
Is the auto furnished to the individual, spouse, or resident individual for their regular use? ☐ Yes ☐ No
Is primary liability insurance in effect for the auto furnished for regular use? ☐ Yes ☐ No

Name of individual to be covered _____

SECTION 7. FINANCIAL RESPONSIBILITY

- Is applicant or other eligible operator residing in the same household required to file evidence of financial responsibility? ☐ Yes ☐ No
If "Yes", complete the following:

Name	License No.	State where Filing required	Reason for Filing

- Type of Filing ☐ SR22 Owner's (operation of owned vehicles) ☐ SR22 Operator's (operation of non-owned vehicles) ☐ Both
☐ SR1P Date of Accident _____

SECTION 8. NON-OWNER

Complete If Application Is For a Non-Owner Policy.

- A. Type of vehicle applicant will operate. ☐ Private Passenger ☐ Commercial ☐ Taxi/Bus ☐ Other (describe)
B. Will vehicle be operated in applicant's occupation or business? ☐ Yes ☐ No
C. Is vehicle owned by applicant or member of household? ☐ Yes ☐ No
D. If answer to B or C is "Yes", give name of Insurance Company providing liability coverage. _____
E. Is applicant excluded? ☐ Yes ☐ No

SECTION 9. PAYMENT PLANS

Gross Deposit Premium Must Be Submitted With Application.

<input type="checkbox"/> Option 1 - Full Annual Premium	Check/Money Order/Draft No.:	
<input type="checkbox"/> Option 2 - Premium Deposit of \$125 or 25%, whichever is greater with Single Bill Balance to be paid in 30 days.	Total Estimated Premium:	\$
<input type="checkbox"/> Option 3 - Installment Plan - Deposit of \$250 or 25%, whichever is greater plus 5 monthly payments with \$4.00 installment charge.*	Amount Submitted with Application:	\$
<input type="checkbox"/> Premium to be Financed - Name of Premium Finance Company**	* Not Available on Premium Financed Policies. ** Attach a copy of Premium Finance contract.	

FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

SECTION 10. ACCIDENTS

Has applicant, or anyone who usually drives the applicant's motor vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past THIRTY-SIX months? ☐ Yes ☐ No If "Yes", complete the following. (If necessary, use Remarks Section.)

Name of Operator	Accident Date	Place of Accident		Bodily Injury or Death	Prop. Damage (Incl. your own) Amount	Penalty Points
		City	State			
				<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	

If the answer to any of the following is Yes, check "Yes" box and give date of accident.

		Date(s) of Accident(s)
1. Applicant's motor vehicle lawfully parked.	<input type="checkbox"/> Yes	
2. Applicant reimbursed by or on behalf of person responsible for the accident or has such judgement against such person.	<input type="checkbox"/> Yes	
3. Other person involved in accident was convicted. Applicant or operator was not convicted.	<input type="checkbox"/> Yes	
4. Damaged by "Hit-and-Run" Driver and accident reported to police within 24 hours from time of accident.	<input type="checkbox"/> Yes	
5. Driving a bus for a private or municipal school bus company or as a commercial vehicle operator.	<input type="checkbox"/> Yes	
6. Driving a law enforcement agency vehicle, fire truck or ambulance on emergency call.	<input type="checkbox"/> Yes	
7. Other type of accident - non-chargeable under provisions of the Plan. If "Yes", describe in Remarks.	<input type="checkbox"/> Yes	

SECTION 11. CONVICTIONS (Motor Vehicle and Non-Motor Vehicle)

Has the applicant or anyone who usually drives the applicant's motor vehicle(s) been CONVICTED or FORFEITED BAIL at any time during the immediately preceding THIRTY-SIX months? ☐ Yes ☐ No If "Yes", complete the following. (If necessary, use Remarks Section.)

NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Name of Operator	Conviction Date	Did Conviction Arise as a Result of an Accident?	Type of Violation	Place of Conviction		Penalty Points	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 12. INSURANCE RECORD

Has applicant had insurance in the past? ☐ No ☐ Yes If "Yes", complete the following.

Name of applicant's latest carrier	Policy No.	Termination date
Was coverage through Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was 3 year assignment completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If "No", give reason terminated.
Are any other vehicles owned by any member of household? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", give name of insurer and attach copy of declaration page.

SECTION 13. ELIGIBILITY CERTIFICATION STATEMENT

I, (Name) _____ hereby declare under penalty of perjury that the following is true and correct:

1. A "good driver" as defined by the Insurance Code is a person licensed to drive for the previous three years who, during that time, has not; (a) had more than one violation point charged against his or her license; or (b) had more than one dismissal of a violation of a driving law which was not made confidential; or (c) been principally at fault for an accident resulting in bodily injury or death; or (d) [only for persons under 18 years old] have been found to have operated a motor vehicle with blood alcohol level of 0.05% or greater.

CHECK ONE: ☐ I AM NOT a "good driver" ☐ I AM a "good driver"

IF YOU CHECKED THAT YOU ARE NOT A "GOOD DRIVER", DO NOT COMPLETE THE REST OF THIS SECTION. IF YOU ARE A "GOOD DRIVER", READ AND COMPLETE ITEMS 2 - 5.

2. On (Month/Day/Year) _____, at _____ ☐ A.M. ☐ P.M., I applied to (Name of insurer) _____ Insurance Company/Group for automobile liability insurance.
3. I am eligible by reason of membership, affiliation, employment, or other such characteristic, if such is required to purchase automobile liability insurance from the insurance company/group named in Item 2.
4. On (Month/Day/Year) _____, at _____ ☐ A.M. ☐ P.M., I contacted _____ of the _____ Insurance Company/Group/Agency/Brokerage at _____ who informed me that _____ Insurance Company/Group rejected my request for insurance for the following reason(s): _____ IF YOU HAVE A NOTICE OF REJECTION, PLEASE ATTACH.
5. In the last 60 days, no other insurance company/group has agreed to sell me automobile liability insurance nor have I requested cancellation of automobile liability insurance.

SECTION 14. COVERAGE FOR ACTS OF UNINSURED MOTORISTS: CALIFORNIA

DELETION OF COVERAGE: The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

REDUCTION OF COVERAGE: The Uninsured Motorists provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements.

DAMAGE TO YOUR VEHICLE: In addition, the California Insurance Code requires insurers to offer coverage for damage to your vehicle caused by an uninsured motor vehicle to the extent that you, the insured party, are legally entitled to recover from the owner or operator of the uninsured motor vehicle. Such property damage coverage will either: (1) pay the collision deductible on the insured motor vehicle, if it is covered by collision insurance, or (2) pay for damage to the insured motor vehicle, if it is not covered by collision insurance. This coverage will not pay for damage to personal property other than the vehicle or for loss of use of the vehicle, and it will not exceed the smallest of any the following: (1) The amount of the collision deductible; (2) the actual cash value of the insured motor vehicle; or (3) \$3,500. You may reject uninsured motorist coverage completely or reject it only when an insured motor vehicle is operated by a natural person or persons that you designate by name. If you reject uninsured motorist coverage for bodily injury, you must also reject uninsured motorist coverage for property damage; however, you may elect to obtain uninsured motorist bodily injury coverage without obtaining uninsured motorist property damage coverage. It shall be presumed that an application for a policy of bodily injury liability insurance containing uninsured motorist coverage if an amount less than that required by Insurance Code Section 11580.2, Subdivision (m), signed by you (the named insured) and approved by the insurer, with a policy effective date after January 1, 1985, shall be a valid agreement as to the amount of uninsured motorist coverage to be provided.

SECTION 15. REJECTION OF UNINSURED MOTORIST COVERAGE

I understand that if I reject uninsured motorist coverage, and if I am injured by a person driving without motor vehicle insurance, I may be unable to recover any significant amount of money to cover the costs of my injuries or of damage to my motor vehicle. I have applied this day for coverage under an automobile liability insurance policy, and the company providing such coverage and I have agreed as follows to delete uninsured motorist coverage from that insurance policy.

1. ☐ I elect to delete completely uninsured motorist coverage for all insureds.
2. ☐ I elect to delete uninsured motorist coverage for property damage coverage, but keep uninsured motorist coverage for bodily injury.
3. ☐ I elect to delete completely uninsured motorist coverage for the following designated person(s) listed below:

4. ☐ I elect to delete uninsured motorist coverage for property damage coverage, but keep uninsured motorist coverage for bodily injury for the following designated person(s) listed below:

X _____ Date: _____ Hour: _____ ☐ AM ☐ PM
Applicant's Signature

The rejection of insurance indicated by the above agreement shall be binding upon every insured to whom such policy or endorsement provisions apply while such policy is in force, and it shall continue to be so binding with respect to any continuation, renewal or replacement of such policy by the named insured, or with respect to reinstatement of such policy with 30 days of any lapse thereof.

DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTAND IT.

SECTION 16. EVIDENCE OF INSURANCE AND EFFECTIVE DATE OF COVERAGE

Requested Effective Date and Time:

Example: 09/01/2004 11:30 AM

If the application is NOT submitted via EASI, the effective date of coverage will be 12:01 A.M. on the day following receipt in the Plan Office, unless a future date is requested.

NOTE: In the event there is no U.S. postmark or if the postmark is illegible, coverage will become effective no earlier than 12:01 A.M. on the day following receipt in the Plan Office. A metered mail postmark, computer-generated electronic stamp, or other postage service stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.

IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.

SECTION 17. PRODUCER OF RECORD STATEMENT

I certify, under penalty of perjury, that I have personally asked the applicant every question on this application and accurately noted each of the applicant's responses. In addition, I certify that legible photocopies of the applicant's and principal operator's driver's license(s) (unless suspended or revoked), as well as each vehicle registration or proof of ownership, are attached. I certify that this application is submitted pursuant to the effective date provisions of the California Automobile Assigned Risk Plan. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such premium. The information contained herein is accurate to the best of my knowledge.

X _____ Date: _____ Hour: _____ ☐ A.M. ☐ P.M.
Producer's Signature

SECTION 18. APPLICANT'S STATEMENT

Your Signature On This Application Certifies The Following. Do Not Sign Without Reading.

AIP 12 I hereby certify under penalty of perjury that I,

1. Have been informed of my right to choose the CAARP interest-free Payment Plan option as shown in Section 9 of this application.
CHECK ONE: ☐ Yes ☐ No (If "No" please ask the producer for an explanation.)
2. Agree to pay all premiums when due and designate the individual shown above as agent/broker of record for this insurance.
3. Do not owe any insurance company for automobile insurance premiums due or contracted during the preceding two (2) years.
4. Understand that if I owe money for a prior CAARP policy which I have not formally appealed to the California Insurance Commissioner, the money I submit with this application for a new CAARP policy will be applied to that prior policy, and I am not entitled to a refund of the money I submit with this application, even if coverage for this new policy is terminated, until I pay the full amount owed for all current and prior CAARP policies.
5. Understand the agent/broker is not acting as an agent of any company for the purposes of this insurance.
6. Agree that no coverage will be effective if my premium remittance is justifiably dishonored by the financial institution;
7. Will remit a check, money order, or a bank draft of the applicant, producer of record or financing institution, as directed by the insurer, for the balance of the full premium for the policy, within 30 days of notification or, if I have so elected in Option 3 of Section 9 of this application, to make payments as specified in the CAARP interest-free Payment Plan Regulation (Section 26).
8. Certify that this application was written and signed as of the date shown.
9. Realize that any misleading information, or failure to disclose required information, will not be considered good faith on my part and will prejudice my application for insurance.
10. Certify that, to the best of my knowledge and belief, all statements contained in this application are correct.

X _____ Date: _____ Hour: _____ ☐ A.M. ☐ P.M.

Applicant's Signature

NOTE - FEES ARE ILLEGAL

Section 11624.5 of the California Insurance Code provides: No insurance agent, broker or solicitor shall make any charge to the applicant, directly or indirectly, for furnishing any person the necessary application forms, technical assistance and services necessary to perfect an application through the Plan other than such commission as is paid by the insurer pursuant to the provisions of such Plan.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THE APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CRIMINAL PENALTIES.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

NOTICE TO APPLICANT AND PRODUCER

In the event acknowledgement of coverage is not received with 30 days, notify the Plan Office at 800-622-0954.

When a CAARP Personal Auto Insurance Policy is cancelled, the premium refund determined in accordance with Plan rules may be based on .90 of the pro rata unearned premium for the period of coverage, subject to a minimum premium of \$15 per vehicle or policy, whichever is greater.

NOTE: Following an assignment of an EASI reference number and prior to mailing the completed, signed application to the Plan, you are not permitted to alter or in any way change any information on the application. Please refer to the Retraction Procedures outlined in the Plan manual if you need to retract an application submitted through EASI.

DISCOUNTS AND CREDITS SECTIONMature Driver Improvement
Course DiscountOperator Eligible ☐ Op1 ☐ Op2 ☐ Op3 ☐ Op4Discount Applied ☐ V1 ☐ V2 ☐ V3. ☐ V4**ATTACHMENTS**☐ Copy of Vehicle Registration(s) or Proof of Ownership☐ Deposit Premium Payment☐ Copy of Driver's License(s) for Applicant & Principal Operator☐ Mature Driver Improvement Course Discount Certificate (if applicable)☐ Copy of Declaration Page from any other owned vehicle(s)**REMARKS SECTION**

Complaints about insurance companies or agents/brokers can be directed to the California Department of Insurance Consumer Services Division at 800-927-HELP (4357).

CA 11-07 0-110
08 term
Deletions

**COMMERCIAL APPLICATION
CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN**

NOTICE: PRODUCER MUST READ THIS STATEMENT BEFORE PROCEEDING

IMPORTANT NOTICE

This policy is not effective until your application is electronically transmitted to the Plan by your agent or broker. The following conditions must also be met: (1) Both you and your agent or broker must sign and date a properly completed application. (2) Your agent or broker must mail your application to the Plan within two days of its completion. You may request that your agent or broker transmit the documents in your presence to ensure immediate coverage, provided the above requirements are met. If the above requirements are not met, your coverage will take effect the day after the Plan office receives your application. You may request that your agent or broker notify you when your coverage is effective.

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name		Producer First Name		MI	
Producer DBA Name					
Mailing Address		Ste./Apt. No.	City	State	Zip Code
Tax ID or SS No.	Producer License No.	Telephone No. (incl. area code)		Fax No. (incl. area code)	

SECTION 2. SIGNING PRODUCER

(If the producer completing and signing this application is the producer of record, indicate SAME.)

Last Name	First Name	MI	Signing Producer License No.
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SECTION 3. APPLICANT NAME

Last Name		First Name		MI	
DE Name		Self Employed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Str. Address		Ste./Apt. No.	City	State	Zip Code
Mailing Address		Ste./Apt. No.	City	State	Zip Code
Home Telephone No. (incl. area code)		Business Telephone No. (incl. area code)		Tax ID or SS No.	
Business of Applicant/Nature of Operation				Headquarters of Operation	

SECTION 4. OWNERSHIP AND CONTROL OF APPLICANT'S ORGANIZATION

Named Insured is a:		State of Incorporation	Date of Incorporation	Date actual operations commenced
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other				
Management, Ownership and Control (List names of principals and anyone with more than a 10% ownership interest.)			Date in Position	Percent Ownership
President:				
Vice President:				
Secretary:				
Treasurer:				
General Manager:				
Others:				
List of affiliated companies:				

Send original, signed application with check/money order and required attachments to:

California Automobile Assigned Risk Plan
PO Box 7917
San Francisco, CA 94120-7917

SECTION 5. OPERATOR INFORMATION				List all full-time, part-time, and any other operator that usually drives a vehicle.	TOTAL NO of OPERATORS:
Last Name	First Name	MI	Birth Date MM/DD/YY	Driver's License No.	State

Are there any principal operators 55 years of age or older who have successfully completed a Mature Driver Improvement Course approved by the California DMV? ☐ Yes ☐ No If "Yes" attach a copy of the certificate attesting to such successful completion.

For applicants with more than four operators, all additional operators must be listed on an AIP 3502 Supplemental Operator Schedule and mailed with the original application to the Plan.

SECTION 6. ACCIDENTS

Has applicant, or anyone who usually drives the applicant's vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past THIRTY-SIX months? ☐ Yes ☐ No If "Yes", complete the following.

Name of Operator	Accident Date MM/DD/YY	Code*	Place of Accident		Bodily Injury or Death	Prop. Damage (incl. your own) Amount	Penalty Points
			City	State			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	

*Accident Codes

1. Applicant's motor vehicle lawfully parked.
2. Damaged by "Hit and Run" driver and accident reported to police within 24 hours from time of accident.
3. Applicant reimbursed by or on behalf of person responsible for the accident or has judgment against such person.
4. Other person involved in accident was convicted. Applicant or operator was not convicted.
5. Police or Fire Department or First Aid Squad responding to an emergency call.
6. Other type of accident - non-chargeable under provisions of the Plan. Describe accident in space provided below.

SECTION 7. CONVICTIONS

Has the applicant or anyone who usually drives the applicant's vehicle(s) been **CONVICTED** or **FORFEITED BAIL**, at any time during the immediately preceding THIRTY-SIX months? Convicted ☐ Yes ☐ No Forfeited Bail ☐ Yes ☐ No If "Yes", for either item, complete the following. NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Name of Operator	Date of Conviction or bail forfeiture Mo./Day/Yr.	Did Conviction Arise as a Result of an Accident?	Nature of Conviction	Place of Conviction		Penalty Points	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 8. COMMODITIES TRANSPORTED

Specify goods transported in all vehicles:

Identify any hazardous materials, waste or substances being hauled:

Identify radius of operations. Number of straight-line, air miles from garaging to furthest destination to which vehicle travels in one direction. Include the % of trips in each radius class (Must equal 100%).

0 - 50 Miles _____% 51 - 200 Miles _____% 201 + Miles _____%

Routes (both outgoing and return):

Trips From Place of Origin To Place of Destination	% of Revenues	No. of Trips per Vehicle per Month	Principal Cities entered	Commodities Carried

SECTION 9. VEHICLE INFORMATION AND USE										For long distance, list cities in which vehicles operate		TOTAL VEHICLES	
Veh No.	Year	Vehicle Identification No.	Load Capacity (2)	Type of Registration	Gross Vehicle Weight (GVW) TRUCKS ONLY	Spec Industry (MT-FD-SD- WD-FD-C-L-O)	Seating Capacity	Loss Payee Name					
	Trade Name Model No.	Garage Location (City/State/Zip Code)	State of Registration	Rating Classification	Gross Comb Weight (GCW) Trucks Tractors only	For Size Bus Rating (L-I-LD)	Tank Capacity	Loss Payee Address					
	Type (1)	Name of Registered Owner of Vehicle	Rating Territory (3)	Orig. Cost New (4)	Comp. Symbol	Coll. Symbol	Size (L-M-H-EH-HT-EHT)	Final Rating	How veh. is licensed	Loss Payee City, State, Zip Code			
Where vehicle is permitted to operate.				List all cities through and in which vehicles operate.									
Veh 1													
Veh 2													
Veh 3													
Veh 4													
Veh 5													
(1) Type - Truck=T, Truck-Tractor=TT, Trailer=TR, Semi-Trailer=ST, Public Auto=PA (2) Truck-Type vehicles with Private Passenger or Combination registration and load capacities of 1500 pound or less are eligible for Basic Reparatons Benefits coverage. (3) For public automobiles, use the highest rated territory where the vehicles pick up or discharge passengers. (4) Chassis and Body including Special Equipment.													
For applicants with more than five vehicles, all additional vehicles must be listed on a Supplemental Vehicle Schedule and mailed with the original application to the Plan.													
SECTION 10. COVERAGES AND PREMIUMS (As provided by the Rules of the Plan.)													
All vehicles written under the same policy shall have the same Limits of Liability. Check appropriate boxes to indicate limits/deductibles.					Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5				
					Est. Prem.	Est. Prem.	Est. Prem.	Est. Prem.	Est. Prem.				
Bodily Injury/Property Damage Combined (CSL) _____													
Bodily Injury <input type="checkbox"/> \$15,000/\$30,000 <input type="checkbox"/> Other _____													
Property Damage <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____													
Uninsured Motorists - BI <input type="checkbox"/> \$15,000/\$30,000 <input type="checkbox"/> Other _____													
Uninsured Motorists - PD (PPA's only) <input type="checkbox"/> \$3,500 <input type="checkbox"/> Other _____													
Nonowned Auto Liability Coverage - (Complete Section 10.c. if requested)													
Hired Car Coverage - Annual Cost of Hire: \$ _____													
Medical Payments (PPA's only) <input type="checkbox"/> \$1,000													
Estimated Total Premium per vehicle					\$	\$	\$	\$	\$				
Total Estimated Premium for vehicles 1-5									\$				
Total Estimated Premium for supplemental vehicles									\$				
Total Estimated Premium for all vehicles									\$				
NOTE: BI AND PD LIMITS WILL BE ISSUED AT MINIMUM FINANCIAL RESPONSIBILITY LIMITS AS REQUIRED BY LAW FOR THE RISK INSURED.													

SECTION 10.a. COVERAGE FOR ACTS OF UNINSURED MOTORISTS: CALIFORNIA

DELETION OF COVERAGE: The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

REDUCTION OF COVERAGE: The Uninsured Motorists provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements.

DAMAGE TO YOUR VEHICLE: (This provision Applies Only to Private Passenger Vehicles That Are Subject to Commercial Assignment) In addition, the California Insurance Code requires insurers to offer coverage for damage to your vehicle caused by an uninsured motor vehicle to the extent that you, the insured party, are legally entitled to recover from the owner or operator of the uninsured motor vehicle. Such property damage coverage will either: (1) pay the collision deductible on the insured motor vehicle, if it is covered by collision insurance, or (2) pay for damage to the insured motor vehicle, if it is not covered by collision insurance. This coverage will not pay for damage to personal property other than the vehicle or for loss of use of the vehicle, and it will not exceed the smallest of any the following: (1) The amount of the collision deductible; (2) the actual cash value of the insured motor vehicle; or (3) \$3,500. You may reject uninsured motorist coverage completely or reject it only when an insured motor vehicle is operated by a natural person or persons that you designate by name. If you reject uninsured motorist coverage for bodily injury, you must also reject uninsured motorist coverage for property damage; however, you may elect to obtain uninsured motorist bodily injury coverage without obtaining uninsured motorist property damage coverage.

ALL RISKS: It shall be presumed that an application for a policy of bodily injury liability insurance containing uninsured motorist coverage if an amount less than that required by Insurance Code Section 11580.2, Subdivision (m), signed by you (the named insured) and approved by the insurer, shall be a valid agreement as to the amount of uninsured motorist coverage to be provided.

SECTION 10.b. REJECTION OF UNINSURED MOTORIST COVERAGE

I understand that if I reject uninsured motorist coverage, and if I am injured by a person driving without motor vehicle insurance, I may be unable to recover any significant amount of money to cover the costs of my injuries or of damage to my motor vehicle. I have applied this day for coverage under an automobile liability insurance policy, and the company providing such coverage and I have agreed as follows to delete uninsured motorist coverage from that insurance policy:

1. ☐ I elect to delete completely uninsured motorist coverage for all insureds.
2. ☐ I elect to retain uninsured motorist coverage at reduced limits of \$15,000 per person or \$30,000 per accident.
3. ☐ I elect to retain uninsured motorist coverage at reduced limits of \$25,000 per person or \$50,000 per accident.

The following elections apply to applicants wishing to insure at least one private passenger vehicle that is subject to commercial assignment:

4. ☐ I elect to delete uninsured motorist coverage for property damage coverage but retain uninsured motorist coverage for bodily injury.
5. ☐ I elect to delete uninsured motorist coverage for property damage but retain uninsured motorist coverage for bodily injury at reduced limits of \$15,000 per person or \$30,000 per accident.
6. ☐ I elect to delete uninsured motorist coverage for property damage but retain uninsured motorist coverage for bodily injury at reduced limits of \$25,000 per person or \$50,000 per accident.

Applicant's Signature **X** _____ Date Hour _____ ☐ A.M. ☐ P.M.

The rejection of insurance indicated by the above agreement shall be binding upon every insured to whom such policy or endorsement provisions apply while such policy is in force, and it shall continue to be so binding with respect to any continuation, renewal or replacement of such policy by the named insured, or with respect to reinstatement of such policy within 30 days of any lapse thereof.

DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTAND IT.

SECTION 10.c. NONOWNED AUTO LIABILITY COVERAGE

☐ Check here if desired. ☐ Primary ☐ Excess

Are any other vehicles owned by the Applicant? ☐ Yes ☐ No
If "Yes" complete the following.

Are any vehicles hauling exclusively for one firm/carrier? ☐ Yes ☐ No
If "Yes", complete the following.

Name of Insurance Company

Policy No.

Name of Firm/Carrier

Address of Insurance Company

Type of Business

Description of any owned, leased, hired, and non-owned vehicles, which are *not* to be insured.

Year	Trade Make	Body Type	Vehicle Identification No.

Total No. Employees _____

The number of employees that use their own (unspecified) vehicles in the applicant's business? _____

Prepared Food Delivery Operations: Estimated Total Delivery Sales for Policy Period: \$ _____

Attach certificates of insurance from a California-admitted company for each delivery-driver.

SECTION 10.d. HIRED CAR COVERAGE

☐ Check here if desired.
Cost of Hire section (10.e.) must be completed.

Estimated Annual
Cost of Hire

Rates Per \$100

Estimated Premium

B.I.

P.D.

B.I.

P.D.

☐ Primary ☐ Excess

You MUST attach a copy of the truckers written agreement with their hired carriers that complies with the requirements outlined in Rule 75 in order to receive EXCESS coverage.

1. Does each hired carrier have their own coverage? ☐ Yes ☐ No
2. Are there Certificates of Insurance or Additional Insured Endorsements on file with the insured? ☐ Yes ☐ No
3. Is there any interstate travel? ☐ Yes ☐ No

SECTION 10.e. COST OF HIRE

(For policies rated under Trucker's Cost of Hire.) All risks for which a broad form filing or MCS-90 endorsement has been issued

	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Indicate the total Cost of Hire, including cost and wages, for vehicles leased or hired on a long-term basis (over 6 months) and specifically insured by applicant as an owned automobile.	\$	\$	\$	\$	\$
Indicate the total Cost of Hire, including cost and wages, for automobiles, which are not specifically insured by the applicant as an owned vehicle but are to be insured as hired automobiles.	\$	\$	\$	\$	\$
Cost of Hire - Represents Total Long and Short Term Cost of Hire.	\$	\$	\$	\$	\$

SECTION 11. GROSS RECEIPTS

(Required for Motor Carriers of Property or Passengers whether or not the policy is to be written on Gross Receipts basis.)

Gross Receipts	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Other than Truckers	\$	\$	\$	\$	\$
Truckers excluding receipts from trip leased equipment	\$	\$	\$	\$	\$

SECTION 12. PUBLIC AUTOS

List all cities through and in which vehicles operate:

Where is vehicle permitted to operate?

How is vehicle licensed?

SECTION 13. FILINGS OR CERTIFICATES

NOTE: All owned and operated vehicles must be described in this application. All risks for which a filing has been made (except SR-22) are subject to cost of hire rating and nonowned auto liability coverages. If a filing is requested here, the Cost of Hire and Nonowned Auto Liability Coverage sections must be completed. Applicant's name must be identical to name as it appears on ICC or Dept. of Public Safety (DPS) permit to avoid rejection.

Is filing or specific limit(s) of liability needed? ☐ Yes ☐ No If "Yes" to comply with:

☐ Motor Carrier Act of 1980 Type: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Bus Regulatory Act of 1982 ☐ ICC Regulation - Docket No. _____

☐ Local Ordinance (attach copy) ☐ State Regulation ☐ U. S. DOT No. _____ ☐ DMV-MCP No. _____

☐ PUC No. _____ ☐ Other _____

If block(s) are checked, list state(s) and city(ies) requiring filings or limits of liability required by law.

Is applicant required to file evidence of financial responsibility (SR-22)? ☐ Yes ☐ No If "Yes", complete the following.

Last Name First Name MI License No.

Type of Filing ☐ Owner's (operation of owned vehicles) ☐ Operators (operation of non-owned vehicles) ☐ Both

State where Filing required Case or file No. Reason for Filing

Name of any party requiring a Certificate of Insurance or Additional Insured Endorsement.

When an "Additional Applicant" endorsement is requested, attach a copy of the agreement between the applicant and the additional interested party.

SECTION 14. PAYMENT PLANS**GROSS DEPOSIT PREMIUM MUST BE SUBMITTED WITH APPLICATION.****25% of total estimated premium or minimum deposit per vehicle, whichever is greater, is required as a DEPOSIT.**

- ☐ Option 1 - Full Annual Premium
- ☐ Option 2 - Premium Deposit with Single Bill Balance
- ☐ Option 3 - Installment Premium Payments - Deposit plus 5 monthly payments
No interest charge - \$4.00 per installment charge*
- ☐ Option 4 - Installment Premium Payments - Deposit plus 9 monthly payments
No interest charge - \$4.00 per installment charge*
- ☐ Premium to be Financed - Name of Premium Finance Company**

Check/Money Order/Draft No.:

Total Estimated Premium:

\$

Amount Submitted with Application:

\$

* Not Available on Premium Financed Policies.

** Attach a copy of Premium Finance contract.

NOTICE TO PREMIUM FINANCE COMPANY - Unearned Premium is based on actual premium, not estimated premium.**SECTION 15. PREVIOUS AUTOMOBILE INSURANCE CARRIER**

Information for the past three years. (If a fleet, information for the past five years is required.) Attach loss statements from and basic premiums paid by previous carrier. Indicate if risk is a new venture.

Name of latest carrier	Policy No.	Termination date
<input type="checkbox"/> Was coverage through Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", give reason terminated.		

Complete the following for Carriers of property and passengers.

	Policy No.	Policy Period From To	Name of Insurance Company
1st Prior			
2nd Prior			
3rd Prior			
4th Prior			

SECTION 16. EVIDENCE OF INSURANCE AND REQUESTED EFFECTIVE DATE OF COVERAGE

The Applicant hereby authorizes any insurer that may previously have provided coverage to the Applicant or to additional named insureds to provide records, data or information concerning prior coverage to the Plan or any carrier designated by the Plan. The Applicant agrees that a reproduction of this authorization shall be considered as effective and valid as the original.

1. The application must be fully completed and duly executed.
2. Coverage under this evidence of automobile insurance is to be effective for a period not to exceed 45 days from the effective date and time stated herein. Within such 45 day period coverages under this evidence of automobile insurance will terminate immediately upon: (a) the issuance of the policy applied for, (b) the issuance of any policy affording similar insurance, or (c) the cancellation of the coverages of insurance afforded hereunder in accordance with the rules of the California Automobile Assigned Risk Plan.
3. A premium charge will be made for these coverages if the policy, when and as issued, is not accepted by the insured.
4. The insurance afforded hereunder shall be subject to all the terms and conditions of the Plan and the Policy Form prescribed for use.
5. The Producer of Record must forward this application to the Plan Office within two (2) working days after the application is written.

NOTE: In the event there is no U.S. postmark (a metered mail postmark, electronic stamp, or other postage service or stamp are not considered a U.S. postmark), coverage will become effective no earlier than 12:01 a.m. on the day following receipt in the Plan Office.

Requested Effective Date and Time: Example: 09/ 01/2002 11:30 AM	ELECTRONIC EFFECTIVE DATE PROCEDURE (EEDP) REFERENCE No.: (Only required if using EEDP in lieu of EASI submission)
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IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.**SECTION 17. PRODUCER OF RECORD STATEMENT**

I hereby certify that I am a licensed broker/agent of the State of California. I have read the California Automobile Assigned Risk Plan and have explained the provisions to the applicant. I acknowledge that I am acting on behalf of the applicant in submitting this application and have no authority to establish or revise the terms or conditions of coverage. This application includes all required information given to me by the applicant. In the event of cancellation or a change to the policy resulting in a reduction of premium, I agree to return the unearned premium to the insured (net of any minimum premium due the carrier) and also to return to the carrier unearned compensation for this insurance received by me as required by the Plan. I have explained the terms of this coverage applied for to the applicant and to any finance company utilized.

I certify, under penalty of perjury, that I have personally asked the applicant every question on this application and accurately noted each of the applicant's responses. In addition, I certify that legible photocopies of the applicant's and principal operator's driver license(s) (unless suspended or revoked), as well as each vehicle registration, are attached. I certify that this application is submitted pursuant to the effective date provisions of the California Plan. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such premium. The information contained herein is accurate to the best of my knowledge.

Date: _____ Hour: _____ ☐ AM ☐ PM
Producer's Signature _____

SECTION 18. NOTE - FEES ARE ILLEGAL

Section 11624.5 of the California Insurance Code provides: No insurance agent, broker or solicitor shall make any charge to the applicant, directly or indirectly, for furnishing any person the necessary application forms, technical assistance and services necessary to perfect an application through the Plan other than such commission as is paid by the insurer pursuant to the provisions of such Plan.

SECTION 19.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THE APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CRIMINAL PENALTIES.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

SECTION 20. APPLICANT'S STATEMENT

I hereby certify under penalty of perjury that I,

1. have been informed of my right to choose the CAARP Interest-free Payment Plan options as shown in Section 14 of this application:

CHECK ONE: ☐ Yes ☐ No - If "No" please ask the producer for an explanation.

2. have duly authorized the undersigned to execute this application on my behalf if the Applicant is not a natural person.
3. has tried without success to obtain automobile insurance in this state within the preceding 60 days, and that the Applicant has been unable to obtain such insurance through ordinary methods.
4. to the best of my knowledge and belief all statements contained in this application are true and all these statements are offered as an inducement to issue the policy for which I am applying.
5. realize that any misleading information or failure to disclose required information will be considered lack of good faith on my part and may void the application or cause cancellation of my coverage.
6. agree that no coverage will be in effect if my premium remittance, which accompanies this application, is justifiably dishonored by any financial institution.
7. understand that the premium shown on this application is an estimated premium. The carrier reserves the right to adjust the premium either prior to or after the issuance of the policy. I agree to pay the adjusted/developed premium which may be higher than the original estimate.
8. will pay all premiums when due.
9. designate as Producer of Record of this insurance the Producer or firm named in this application. A substitute Producer may be designated by me at any time and, upon designation shall be the Producer of Record. I understand that any designated Producer cannot act as an agent of the California Automobile Assigned Risk Plan or any carrier for the purpose of this insurance and that the Producer has no authority to establish, alter or amend terms or conditions of coverage.
10. do not owe any insurance company for automobile insurance premiums due or contracted during the preceding 36 months.
11. understand that if I owe money for a prior CAARP policy which I have not formally appealed to the California Insurance Commissioner, the money I submit with this application for a new CAARP policy will be applied to that prior policy, and I am not entitled to a refund of the money I have submitted with this application, even if coverage for this new policy is terminated, until I pay the full amount owed for all current and prior CAARP policies.
12. understand that the agent/broker is not acting as an agent of any company for the purposes of this insurance.
13. will remit a check, money order or a bank draft of mine, producer of record or financial institution, as directed by the insurer, for the balance of the full premium for the policy, within 30 days of notification or, if I have elected a Payment Option in Section 14 of this application, to make payments as specified in the CAARP Interest-free Payment Plan Regulation (Section 44).
14. that this application was written and signed as of the date shown.
15. that when the insurance is to be written on a basis requiring final adjustment of the premium after expiration of the policy, I will maintain a complete record of all financial transactions in any reasonable form and manner as the insurer may require. I will also make this record available for inspection by the insurer at a designated place and at all reasonable times.

I hereby authorize any insurer that may previously have provided coverage to me or to additional named insureds to provide records, data or information concerning prior coverage to the Plan or any carrier designated by the Plan. I agree that a reproduction of this authorization shall be considered as effective and valid as the original.

 Date: _____ Hour: _____ ☐ AM ☐ PM
 Named Applicant's or Corporate Officer's Signature

NOTICE TO APPLICANT AND PRODUCER

In the event acknowledgement of coverage is not received within 30 days, notify the Plan Office at PO Box 7917, San Francisco, CA 94120

FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

REMARKS SECTION

Complaints about insurance companies or agents/brokers can be directed to the California Department of Insurance Consumer Services Division at 800-927-HELP(4357).

COMMERCIAL APPLICATION
CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN

11-07 new
OB can
Additions

NOTICE: PRODUCER MUST READ THIS STATEMENT BEFORE PROCEEDING

IMPORTANT NOTICE

This policy is not effective until your application is electronically transmitted to the Plan by your agent or broker. The following conditions must also be met: (1) Both you and your agent or broker must sign and date a properly completed application. (2) Your agent or broker must mail your application to the Plan within two days of its completion. You may request that your agent or broker transmit the documents in your presence to ensure immediate coverage, provided the above requirements are met. If the above requirements are not met, your coverage will take effect the day after the Plan office receives your application. You may request that your agent or broker notify you when your coverage is effective.

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name Producer First Name MI

AIP Producer DBA Name

Mailing Address Ste./Apt. No. City State Zip Code

AIP Tax ID or SS No. Producer License No. Telephone No. (incl. area code) Fax No. (incl. area code)

SECTION 2. SIGNING PRODUCER

(If the producer completing and signing this application is the producer of record, indicate SAME.)

Last Name First Name MI Signing Producer License No.

SECTION 3. APPLICANT NAME

Last Name First Name MI

DBA Name Self Employed? ☐ Yes ☐ No

Street Address Ste./Apt. No. City State Zip Code

Mailing Address Ste./Apt. No. City State Zip Code

Home Telephone No. (incl. area code) Business Telephone No. (incl. area code) Tax ID or SS No.

Business of Applicant/Nature of Operation Headquarters of Operation

SECTION 4. OWNERSHIP AND CONTROL OF APPLICANT'S ORGANIZATION

AIP Named Insured is a: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other State of Incorporation Date of Incorporation Date actual operations commenced

Management, Ownership and Control (List names of principals and anyone with more than a 10% ownership interest.) Date in Position Percent Ownership

President:

Vice President:

Secretary:

Treasurer:

General Manager:

Others:

List all affiliated companies:

Send original, signed application with check/money order and required attachments to:

California Automobile Assigned Risk Plan
P.O. Box 7917
San Francisco, CA 94120-7917

SECTION 5. OPERATOR INFORMATION

List all full-time, part-time, and any other operator that usually drives a vehicle.

TOTAL NO of OPERATORS:

Last Name	First Name	MI	Birth Date MM/DD/YY	Driver's License No.	State

Are there any principal operators 55 years of age or older who have successfully completed a Mature Driver Improvement Course approved by the California DMV? ☐ Yes ☐ No If "Yes" attach a copy of the certificate attesting to such successful completion.

For applicants with more than four operators, all additional operators must be listed on an AIP 3502 Supplemental Operator Schedule and mailed with the original application to the Plan.

SECTION 6. ACCIDENTS

Has applicant, or anyone who usually drives the applicant's vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past THIRTY-SIX months? ☐ Yes ☐ No If "Yes", complete the following.

Name of Operator	Accident Date MM/DD/YY	Code*	Place of Accident		Bodily Injury or Death	Prop. Damage (incl. your own) Amount	Penalty Points
			City	State			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	

***Accident Codes**

1. Applicant's motor vehicle lawfully parked.
2. Damaged by "Hit and Run" driver and accident reported to police within 24 hours from time of accident.
3. Applicant reimbursed by or on behalf of person responsible for the accident or has judgment against such person.
4. Other person involved in accident was convicted. Applicant or operator was not convicted.
5. Police or Fire Department or First Aid Squad responding to an emergency call.
6. Other type of accident - non-chargeable under provisions of the Plan. Describe accident in space provided below.

SECTION 7. CONVICTIONS

Has the applicant or anyone who usually drives the applicant's vehicle(s) been **CONVICTED** or **FORFEITED BAIL** at any time during the immediately preceding THIRTY-SIX months? Convicted ☐ Yes ☐ No Forfeited Bail ☐ Yes ☐ No If "Yes", for either item, complete the following. NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Name of Operator	Date of Conviction or bail forfeiture Mo./Day/Yr.	Did Conviction Arise as a Result of an Accident?	Nature of Conviction	Place of Conviction		Penalty Points	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 8. COMMODITIES TRANSPORTED

Specify goods transported in all vehicles:

Identify any hazardous materials, waste or substances being hauled:

Identify radius of operations. Number of straight-line, air miles from garaging to furthest destination to which vehicle travels in one direction. Include the % of trips in each radius class (Must equal 100%).

0 - 50 Miles _____% 51 - 200 Miles _____% 201 + Miles _____%

Routes (both outgoing and return):

Trips From Place of Origin To Place of Destination	% of Revenues	No. of Trips per Vehicle per Month	Principal Cities entered	Commodities Carried

SECTION 9. VEHICLE INFORMATION AND USE						For long distance, list cities in which vehicles operate				TOTAL VEHICLES	
Veh No.	Year	Vehicle Identification No.	Load Capacity (2)	Type of Registration	Gross Vehicle Weight (GVW) TRUCKS ONLY	Spec Industry (M-T-FD-SD-WD-F-D-C-L-O)	Seating Capacity	Loss Payee Name			
	Trade Name Model No.	Garage Location (City/State/Zip Code)	State of Registration	Rating Classification	Gross Comb. Weight (GCW) Trucks-Tractors only	For Size Bus. Rad. (L-I-LD)	Tank Capacity	Loss Payee Address			
	Type (1)	Name of Registered Owner of Vehicle	Rating Territory (3)	Orig. Cost New (4)	Comp. Symbol	Coll. Symbol	Size (L-M-H-EH-HT-EHT)	Final Rating	How veh. is licensed	Loss Payee City, State, Zip Code	
Where vehicle is permitted to operate.			List all cities through and in which vehicles operate.								
Veh 1											
Veh 2											
Veh 3											
Veh 4											
Veh 5											

- (1) Type - Truck=T, Truck-Tractor=TT, Trailer=TR, Semi-Trailer=ST, Public Auto=PA
 (2) Truck-Type vehicles with Private Passenger or Combination registration and load capacities of 1500 pound or less are eligible for Basic Reparatons Benefits coverage.
 (3) For public automobiles, use the highest rated territory where the vehicles pick up or discharge passengers.
 (4) Chassis and Body including Special Equipment.

For applicants with more than five vehicles, all additional vehicles must be listed on a Supplemental Vehicle Schedule and mailed with the original application to the Plan.

SECTION 10. COVERAGES AND PREMIUMS (As provided by the Rules of the Plan.)

All vehicles written under the same policy shall have the same Limits of Liability. Check appropriate boxes to indicate limits/deductibles.	Vehicle 1 Est. Prem.	Vehicle 2 Est. Prem.	Vehicle 3 Est. Prem.	Vehicle 4 Est. Prem.	Vehicle 5 Est. Prem.
Bodily Injury/Property Damage Combined (CSL) _____					
Bodily Injury <input type="checkbox"/> \$15,000/\$30,000 <input type="checkbox"/> Other _____					
Property Damage <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____					
Uninsured Motorists - BI <input type="checkbox"/> \$15,000/\$30,000 <input type="checkbox"/> Other _____					
Uninsured Motorists - PD (PPA's only) <input type="checkbox"/> \$3,500 <input type="checkbox"/> Other _____					
Nonowned Auto Liability Coverage - (Complete Section 10.c, if requested)					
Hired Car Coverage - Annual Cost of Hire: \$ _____					
Medical Payments (PPA's only) <input type="checkbox"/> \$1,000					
Estimated Total Premium per vehicle	\$	\$	\$	\$	\$
Total Estimated Premium for vehicles 1-5					\$
Total Estimated Premium for supplemental vehicles					\$
Total Estimated Premium for all Vehicles					\$

NOTE: BI AND PD LIMITS WILL BE ISSUED AT MINIMUM FINANCIAL RESPONSIBILITY LIMITS AS REQUIRED BY LAW FOR THE RISK INSURED.

SECTION 10.a. COVERAGE FOR ACTS OF UNINSURED MOTORISTS: CALIFORNIA

DELETION OF COVERAGE: The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

REDUCTION OF COVERAGE: The Uninsured Motorists provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements.

DAMAGE TO YOUR VEHICLE: (This provision Applies Only to Private Passenger Vehicles That Are Subject to Commercial Assignment) In addition, the California Insurance Code requires insurers to offer coverage for damage to your vehicle caused by an uninsured motor vehicle to the extent that you, the insured party, are legally entitled to recover from the owner or operator of the uninsured motor vehicle. Such property damage coverage will either: (1) pay the collision deductible on the insured motor vehicle, if it is covered by collision insurance, or (2) pay for damage to the insured motor vehicle, if it is not covered by collision insurance. This coverage will not pay for damage to personal property other than the vehicle or for loss of use of the vehicle, and it will not exceed the smallest of any the following: (1) The amount of the collision deductible; (2) the actual cash value of the insured motor vehicle; or (3) \$3,500. You may reject uninsured motorist coverage completely or reject it only when an insured motor vehicle is operated by a natural person or persons that you designate by name. If you reject uninsured motorist coverage for bodily injury, you must also reject uninsured motorist coverage for property damage; however, you may elect to obtain uninsured motorist bodily injury coverage without obtaining uninsured motorist property damage coverage.

ALL RISKS: It shall be presumed that an application for a policy of bodily injury liability insurance containing uninsured motorist coverage if an amount less than that required by Insurance Code Section 11580.2, Subdivision (m), signed by you (the named insured) and approved by the insurer, shall be a valid agreement as to the amount of uninsured motorist coverage to be provided.

SECTION 10.b. REJECTION OF UNINSURED MOTORIST COVERAGE

I understand that if I reject uninsured motorist coverage, and if I am injured by a person driving without motor vehicle insurance, I may be unable to recover any significant amount of money to cover the costs of my injuries or of damage to my motor vehicle. I have applied this day for coverage under an automobile liability insurance policy, and the company providing such coverage and I have agreed as follows to delete uninsured motorist coverage from that insurance policy:

- ☐ I elect to delete completely uninsured motorist coverage for all insureds.
- ☐ I elect to retain uninsured motorist coverage at reduced limits of \$15,000 per person or \$30,000 per accident.
- ☐ I elect to retain uninsured motorist coverage at reduced limits of \$25,000 per person or \$50,000 per accident.

The following elections apply to applicants wishing to insure at least one private passenger vehicle that is subject to commercial assignment:

- ☐ I elect to delete uninsured motorist coverage for property damage coverage but retain uninsured motorist coverage for bodily injury.
- ☐ I elect to delete uninsured motorist coverage for property damage but retain uninsured motorist coverage for bodily injury at reduced limits of \$15,000 per person or \$30,000 per accident.
- ☐ I elect to delete uninsured motorist coverage for property damage but retain uninsured motorist coverage for bodily injury at reduced limits of \$25,000 per person or \$50,000 per accident.

Applicant's Signature X Date Hour _____ ☐ A.M. ☐ P.M.

The rejection of insurance indicated by the above agreement shall be binding upon every insured to whom such policy or endorsement provisions apply while such policy is in force, and it shall continue to be so binding with respect to any continuation, renewal or replacement of such policy by the named insured, or with respect to reinstatement of such policy within 30 days of any lapse thereof.

DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTAND IT.

SECTION 10.c. NONOWNED AUTO LIABILITY COVERAGE

☐ Check here if desired. ☐ Primary ☐ Excess

Are any other vehicles owned by the Applicant? ☐ Yes ☐ No
If "Yes" complete the following.

Are any vehicles hauling exclusively for one firm/carrier? ☐ Yes ☐ No
If "Yes", complete the following.

Name of Insurance Company

Policy No.

Name of Firm/Carrier

Address of Insurance Company

Type of Business

Description of any owned, leased, hired, and non-owned vehicles, which are *not* to be insured.

Year	Trade Make	Body Type	Vehicle Identification No.

Total No. Employees _____

The number of employees that use their own (unspecified) vehicles in the applicant's business? _____

Prepared Food Delivery Operations: Estimated Total Delivery Sales for Policy Period: \$ _____

Attach certificates of insurance from a California-admitted company for each delivery-driver.

SECTION 10.d. HIRED CAR COVERAGE					
<input type="checkbox"/> Check here if desired. Cost of Hire section (10.e.) must be completed.	Estimated Annual Cost of Hire	Rates Per \$100		Estimated Premium	
		B.I.	P.D.	B.I.	P.D.
<input type="checkbox"/> Primary <input type="checkbox"/> Excess					

You MUST attach a copy of the truckers written agreement with their hired carriers that complies with the requirements outlined in Rule 75 in order to receive EXCESS coverage.

1. Does each hired carrier have their own coverage? ☐ Yes ☐ No
 2. Are there Certificates of Insurance or Additional Insured Endorsements on file with the insured? ☐ Yes ☐ No
 3. Is there any interstate travel? ☐ Yes ☐ No

SECTION 10.e. COST OF HIRE	(For policies rated under Truckers Cost of Hire.) All risks for which a broad form filing or MCS-90 endorsement has been issued				
	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Indicate the total Cost of Hire, including cost and wages, for vehicles leased or hired on a long-term basis (over 6 months) and specifically insured by applicant as an owned automobile.	\$	\$	\$	\$	\$
Indicate the total Cost of Hire, including cost and wages, for automobiles, which are not specifically insured by the applicant as an owned vehicle but are to be insured as hired automobiles.	\$	\$	\$	\$	\$
Cost of Hire - Represents Total Long and Short Term Cost of Hire.	\$	\$	\$	\$	\$

SECTION 11. GROSS RECEIPTS (Required for Motor Carriers of Property or Passengers whether or not the policy is to be written on Gross Receipts basis.)					
Gross Receipts	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Other than Truckers	\$	\$	\$	\$	\$
Truckers excluding receipts from trip leased equipment	\$	\$	\$	\$	\$

SECTION 12. PUBLIC AUTOS

List all cities through and in which vehicles operate:

 Where is vehicle permitted to operate? _____ How is vehicle licensed? _____

SECTION 13. FILINGS OR CERTIFICATES

NOTE: All owned and operated vehicles must be described in this application. All risks for which a filing has been made (except SR-22) are subject to cost of hire rating and nonowned auto liability coverages. If a filing is requested here, the Cost of Hire and Nonowned Auto Liability Coverage sections must be completed. Applicant's name must be identical to name as it appears on ICC or Dept. of Public Safety (DPS) permit to avoid rejection.

Is filing or specific limit(s) of liability needed? ☐ Yes ☐ No If "Yes" to comply with:

☐ Motor Carrier Act of 1980 Type: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Bus Regulatory Act of 1982 ☐ ICC Regulation - Docket No. _____

☐ Local Ordinance (attach copy) ☐ State Regulation ☐ U. S. DOT No. _____ ☐ DMV-MCP No. _____

☐ PUC No. _____ ☐ Other _____

If block(s) are checked, list state(s) and city(ies) requiring filings or limits of liability required by law.

Is applicant required to file evidence of financial responsibility (SR-22)? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete the following.			
Last Name	First Name	MI	License No.

Type of Filing ☐ Owner's (operation of owned vehicles) ☐ Operators (operation of non-owned vehicles) ☐ Both

State where Filing required	Case or file No.	Reason for Filing
-----------------------------	------------------	-------------------

Name of any party requiring a Certificate of Insurance or Additional Insured Endorsement.

When an "Additional Applicant" endorsement is requested, attach a copy of the agreement between the applicant and the additional interested party.

SECTION 14. PAYMENT PLANS**GROSS DEPOSIT PREMIUM MUST BE SUBMITTED WITH APPLICATION.****25% of total estimated premium or minimum deposit per vehicle, whichever is greater, is required as a DEPOSIT.**

- ☐ Option 1 - Full Annual Premium
- ☐ Option 2 - Premium Deposit with Single Bill Balance
- ☐ Option 3 - Installment Premium Payments - Deposit plus 5 monthly payments
No interest charge - \$4.00 per installment charge*
- ☐ Option 4 - Installment Premium Payments - Deposit plus 9 monthly payments
No interest charge - \$4.00 per installment charge*
- ☐ Premium to be Financed - Name of Premium Finance Company**

Check/Money Order/Draft No.:

Total Estimated Premium:

\$

Amount Submitted with Application:

\$

* Not Available on Premium Financed Policies.

** Attach a copy of Premium Finance contract.

NOTICE TO PREMIUM FINANCE COMPANY - Unearned Premium is based on actual premium, not estimated premium.**SECTION 15. PREVIOUS AUTOMOBILE INSURANCE CARRIER**

Information for the past three years. (If a fleet, information for the past five years is required.) Attach loss statements from and basic premiums paid by previous carrier. Indicate if risk is a new venture.

Name of latest carrier

Policy No.

Termination date

Was coverage through Plan?

☐ Yes ☐ No

If "Yes", give reason terminated.

Complete the following for Carriers of property and passengers.

	Policy No.	Policy Period From To	Name of Insurance Company
1st Prior			
2nd Prior			
3rd Prior			
4th Prior			

SECTION 16. EVIDENCE OF INSURANCE AND REQUESTED EFFECTIVE DATE OF COVERAGE

The Applicant hereby authorizes any insurer that may previously have provided coverage to the Applicant or to additional named insureds to provide records, data or information concerning prior coverage to the Plan or any carrier designated by the Plan. The Applicant agrees that a reproduction of this authorization shall be considered as effective and valid as the original.

1. The application must be fully completed and duly executed.
2. Coverage under this evidence of automobile insurance is to be effective for a period not to exceed 45 days from the effective date and time stated herein. Within such 45 day period coverages under this evidence of automobile insurance will terminate immediately upon: (a) the issuance of the policy applied for, (b) the issuance of any policy affording similar insurance, or (c) the cancellation of the coverages of insurance afforded hereunder in accordance with the rules of the California Automobile Assigned Risk Plan.
3. A premium charge will be made for these coverages if the policy, when and as issued, is not accepted by the insured.
4. The insurance afforded hereunder shall be subject to all the terms and conditions of the Plan and the Policy Form prescribed for use.
5. The Producer of Record must forward this application to the Plan Office within two (2) working days after the application is written.

NOTE: In the event there is no U.S. postmark or if the postmark is illegible, coverage will become effective no earlier than 12:01 A.M. on the day following receipt in the Plan Office. A metered mail postmark, computer-generated electronic stamp, or other postage service stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.

Requested Effective Date and Time:

Example: 09/01/2002 11:30 AM

If the application is NOT submitted via EASI, the effective date of coverage will be 12:01 A.M. on the day following receipt in the Plan Office, unless a future date is requested.

IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.**SECTION 17. PRODUCER OF RECORD STATEMENT**

I hereby certify that I am a licensed broker/agent of the State of California. I have read the California Automobile Assigned Risk Plan and have explained the provisions to the applicant. I acknowledge that I am acting on behalf of the applicant in submitting this application and have no authority to establish or revise the terms or conditions of coverage. This application includes all required information given to me by the applicant. In the event of cancellation or a change to the policy resulting in a reduction of premium, I agree to return the unearned premium to the insured (net of any minimum premium due the carrier) and also to return to the carrier unearned compensation for this insurance received by me as required by the Plan. I have explained the terms of this coverage applied for to the applicant and to any finance company utilized.

I certify, under penalty of perjury, that I have personally asked the applicant every question on this application and accurately noted each of the applicant's responses. In addition, I certify that legible photocopies of the applicant's and principal operator's driver license(s) (unless suspended or revoked), as well as each vehicle registration, are attached. I certify that this application is submitted pursuant to the effective date provisions of the California Plan. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such premium. The information contained herein is accurate to the best of my knowledge.

Date:

Hour:

☐ AM☐ PM

Producer's Signature

SECTION 18. NOTE - FEES ARE ILLEGAL

Section 11624.5 of the California Insurance Code provides: No insurance agent, broker or solicitor shall make any charge to the applicant, directly or indirectly, for furnishing any person the necessary application forms, technical assistance and services necessary to perfect an application through the Plan other than such commission as is paid by the insurer pursuant to the provisions of such Plan.

SECTION 19.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THE APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CRIMINAL PENALTIES.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

SECTION 20. APPLICANT'S STATEMENT

I hereby certify under penalty of perjury that I,

1. have been informed of my right to choose the CAARP interest-free Payment Plan options as shown in Section 14 of this application

CHECK ONE: ☐ Yes ☐ No - If "No" please ask the producer for an explanation.

2. have duly authorized the undersigned to execute this application on my behalf if the Applicant is not a natural person.

3. has tried without success to obtain automobile insurance in this state within the preceding 60 days, and that the Applicant has been unable to obtain such insurance through ordinary methods.

4. to the best of my knowledge and belief all statements contained in this application are true and all these statements are offered as an inducement to issue the policy for which I am applying.

5. realize that any misleading information or failure to disclose required information will be considered lack of good faith on my part and may void the application or cause cancellation of my coverage.

6. agree that no coverage will be in effect if my premium remittance, which accompanies this application, is justifiably dishonored by any financial institution.

7. understand that the premium shown on this application is an estimated premium. The carrier reserves the right to adjust the premium either prior to or after the issuance of the policy. I agree to pay the adjusted/developed premium which may be higher than the original estimate.

8. will pay all premiums when due.

9. designate as Producer of Record of this insurance the Producer or firm named in this application. A substitute Producer may be designated by me at any time and, upon designation shall be the Producer of Record. I understand that any designated Producer cannot act as an agent of the California Automobile Assigned Risk Plan or any carrier for the purpose of this insurance and that the Producer has no authority to establish, alter or amend terms or conditions of coverage.

10. do not owe any insurance company for automobile insurance premiums due or contracted during the preceding 36 months.

11. understand that if I owe money for a prior CAARP policy which I have not formally appealed to the California Insurance Commissioner, the money I submit with this application for a new CAARP policy will be applied to that prior policy, and I am not entitled to a refund of the money I have submitted with this application, even if coverage for this new policy is terminated, until I pay the full amount owed for all current and prior CAARP policies.

12. understand that the agent/broker is not acting as an agent of any company for the purposes of this insurance.

13. will remit a check, money order or a bank draft of mine, producer of record or financial institution, as directed by the insurer, for the balance of the full premium for the policy, within 30 days of notification or, if I have elected a Payment Option in Section 14 of this application, to make payments as specified in the CAARP Interest-free Payment Plan Regulation (Section 44).

14. that this application was written and signed as of the date shown.

15. that when the insurance is to be written on a basis requiring final adjustment of the premium after expiration of the policy, I will maintain a complete record of all financial transactions in any reasonable form and manner as the insurer may require. I will also make this record available for inspection by the insurer at a designated place and at all reasonable times.

I hereby authorize any insurer that may previously have provided coverage to me or to additional named insureds to provide records, data or information concerning prior coverage to the Plan or any carrier designated by the Plan. I agree that a reproduction of this authorization shall be considered as effective and valid as the original.

Date: _____ Hour: _____ ☐ AM ☐ PM

Named Applicant's or Corporate Officer's Signature

NOTICE TO APPLICANT AND PRODUCER

In the event acknowledgement of coverage is not received within 30 days, notify the Plan Office at PO Box 7917, San Francisco, CA 94120

When a CAARP Commercial Auto Insurance policy is cancelled, the premium refund determined in accordance with Plan rules may be based on 90% of the pro rata unearned premium for the period of coverage, subject to a minimum premium of \$250 per vehicle or policy, whichever is greater.

FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

REMARKS SECTION

Complaints about insurance companies or agents/brokers can be directed to the California Department of Insurance Consumer Services Division at 800-927-HELP(4357).

CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN
(Struck-out matter—deleted; Underlined matter—new)

EXHIBIT A
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Sec. 3. ADMINISTRATION

Paragraphs C.1 and C.3 are amended as follows:

C. Selection of Advisory Committee Representatives

1. Companies-Insurer Members

The eight insurers representing subscribing insurers shall be elected annually by subscribing insurers. Each insurer representative serving on the Committee shall be either (1) a salaried employee or officer of the named insurer or (2) a salaried employee or officer of another insurer from a group of insurance companies under the same management as the named insurer. A salaried employee or officer of the holding company of the named insurer may also be designated as the representative. Insurer representatives shall be chosen in accordance with the following criteria:

- a. At least two insurer representatives shall represent insurers having their principal headquarters located in California.
- b. At least two insurer representatives shall represent insurers who have average annual automobile liability premiums in

California below \$100,000,000 in the prior three years.

- c. At least one insurer representative shall represent an insurer with average annual automobile liability premiums in California exceeding \$100,000,000 in the prior three years.
- d. At least one insurer representative shall represent an insurer with average annual automobile premiums in California exceeding \$700,000,000 in the prior three years.

No CAIP servicing carrier shall serve on the Committee. If a company is appointed as a CAIP servicing carrier, it shall resign its seat concurrent with the effective date of its appointment.

2. Public Members

Four public members shall be appointed by the Commissioner. Public members shall be paid \$250 per meeting day and shall be reimbursed all reasonable expenses incurred.

HOW TO SUBMIT AN APPLICATION TO THE
CALIFORNIA AUTOMOBILE ASSIGNED RISK
PLAN

HOW, WHEN, AND WHERE

The **second** paragraph is amended as follows:

Application to the Plan may be made by the following methods:

- The Electronic Application Submission Interface (EASi)

To expedite the application submission process, EASi is recommended. The system offers on line completion of the application form, provides immediate binding of coverage, and electronically transmits the application to the Plan Office. When the electronic payment option is chosen, the deposit payment may be made by electronic funds transfer, debit card, or credit card.

EASi Expedited Private Passenger Applications with Electronic Payment Option:

The completed original EASi application generated from the system bearing the signatures of the applicant and producer and any supporting documentation are **faxed** to the Plan Office. Assignment notices will be available electronically for the producer to print, as well as being mailed out to the producer and the insured.

All Other EASi Applications (Including private passenger EASi applications when the deposit premium is submitted by check or money order and all commercial EASi applications): The producer must mail or deliver the completed original EASi application generated from the system bearing the signatures of the applicant and producer, the

deposit check or money order, and any supporting documentation to the Plan Office in accordance with Plan rules.

For further details refer to Section 28.C.2 or Section 46.C.2.

- Alternate Application Submission Procedures

The following additional application submission methods are available for producers who choose not to use EASi or do not have access to EASi. They are also available for producers using EASi in the event EASi is not available for any reason.

- United States Postal Service Mail or Delivery By Means Other Than the United States Postal Service

Using either of these methods, the original paper application bearing the signatures of the applicant and producer accompanied by the required supporting documentation and the deposit check or money order must be submitted to the Plan. Coverage is effective as of 12:01 A.M. on the date following receipt of the application in the Plan Office unless a future effective date of coverage is requested.

For further details refer to Appendix Section 61.D and 62.D.

(The **third** paragraph and remainder of the Introduction are unchanged.)

DEFINITIONS

The following **definition** is amended:

"Electronic Payment" means the optional ~~method~~ methods for submission of the deposit payment by electronic fund transfer, debit card, or credit card available with the EASi application submission process for private passenger applications.

PERSONAL AUTOMOBILE PART

Sec. 26. PREMIUM PAYMENT OPTIONS

The applicant or producer shall submit a separate check or money order payable to the Plan with each application. When the application is transmitted using EASi, an electronic payment option is available in accordance with Plan approved procedures. Electronic payment options available include electronic funds transfer, debit cards, and credit cards. The initial payment shall be in the form of an applicant's check, producer's trust account check, certified check, bank check, or money order or by electronic payment in accordance with Plan approved procedures. If the premium is to be financed, a separate check or draft shall accompany

each application. The full annual premium payment option, the advance premium payment option, and the installment premium payment options shall be available to applicants.

(Paragraphs A through C are unchanged).

Paragraph D is provided for information only.

D. Deposit, Installment, or Additional Premium Payments Applicable to A, B, or C Above

The deposit accompanying the application shall be by applicant's check, producer's trust account check, certified check, bank check, or money order, or by premium finance company check or draft payable to the California Automobile

CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN
(Struck-out matter—deleted; Underlined matter—new)

EXHIBIT A
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Assigned Risk Plan. If the application is transmitted using EASi, an electronic payment option is available in accordance with Plan approved procedures. All deposits, installment payments, and additional premium payments must be submitted on a gross basis. No commission shall be withheld by the producer. Producer commission shall be paid in accordance with Section 34.

The Plan shall immediately return the deposit if the risk is not assigned. The insurer shall credit the deposit against the gross premium if the risk is assigned. The insurer shall refund any portion of the deposit only as provided in Sections 26.E and G.2.c.

(The remainder of paragraph D and paragraph E are unchanged)

Paragraph F is amended as follows:

F. Dishonored Checks and Electronic Payments

If any check is dishonored or if an electronic payment is dishonored or returned by the bank, the Plan or insurer may impose a dishonored check or electronic payment fee of up to \$10, and the Plan or insurer may require all further payments from that maker or debit or credit card holder to be in the form of a certified check, bank check, or money order, for a period of 12 months from the date the check or electronic payment was dishonored.

Insurers shall notify the Plan of producers who submit dishonored checks or electronic payments that are dishonored or returned by the bank. The Plan may require those producers to submit a certified check or money order with future applications.

(Paragraph G is unchanged.)

Sec. 28. APPLICATION FOR ASSIGNMENT, DESIGNATION OF INSURER, EVIDENCE OF INSURANCE, AND EFFECTIVE DATE OF COVERAGE

(Paragraphs A and B are unchanged.)

Paragraph C.2.d is amended as follows:

C. Effective Date of Coverage

For the purposes of Section 28, the postmark which is to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail postmark, computer-generated electronic stamp, or other postage service or stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.

The Plan shall provide for effective dates of coverage consistent with all of the following:

1. In no event shall coverage be effective prior to the date and time of completion, signing, and dating of the application forms.
2. Electronic Application Submission Interface (EASi)

- a. To expedite the application process, producers who are certified by the Plan may use EASi to establish the effective date of coverage if the applicant requires that the coverage applied for become effective at the time of application. Coverage will be effective only when the electronic application is transmitted under the procedures established by the Plan.

The Plan shall establish and maintain a toll free number for producer technical support as part of EASi. The Plan shall maintain sufficient capacity to provide system access and transmittal, in a timely manner, of completed on line applications by means of EASi.

EASi shall be available only to producers who are certified by the Plan.

The producer may not transmit the application using EASi until the application for coverage has been completed and the deposit has been received.

- b. Immediate Coverage

Coverage shall be effective at the date and time of transmission of the electronic application provided all of the following requirements are met for the EASi option chosen:

(1) Electronic Payment Option

- (a) The producer and applicant certify, under penalty of perjury, on the paper application form generated by EASi, the date and time that the application was transmitted.
- (b) The producer uses EASi pursuant to Section 28.C.2.
- (c) The completed application form generated by EASi and premium deposit are electronically transmitted to the Plan Office in accordance with procedures approved by the Plan.
- (d) A copy of the completed original signed application form generated by EASi and required

documentation are **faxed** to the Plan Office no later than one working day following the date the application and deposit are electronically transmitted to the Plan. If the EASI application and required documentation are not faxed to the Plan Office in accordance with this subsection, coverage shall be effective at 12:01A.M. on the day following receipt of the **faxed** EASI application and documentation by the Plan Office. The date of receipt of the fax in the Plan Office shall be established by the date and time signature of the Plan facsimile on the EASI application and documentation submitted.

(2) Regular Check or Money Order Submission Option

- (a) The producer and applicant certify, under penalty of perjury, on the paper application form generated by EASI, the date and time the application was transmitted.
- (b) The producer uses EASI pursuant to Section 28.C.2.
- (c) The paper application form generated by EASI, required documentation, and required deposit check or money order are mailed to the Plan Office no later than two working days following the date the application was transmitted to the Plan. The mailing date is established by the United States Postal Service postmark on the envelope enclosing the application. If the paper application, required documentation, and deposit check or money order are not mailed to the Plan Office in accordance with this subsection, coverage shall be effective at 12:01 A.M. on the day following receipt of the paper application and deposit by the Plan Office.

c. Future Effective Date of Coverage

In the event a future effective date of coverage is requested by the producer of record, coverage shall become effective as of 12:01 A.M. on the future date, provided all of the following requirements are met for the EASI method chosen:

(1) Electronic Payment Option

- (a) The requested effective date of coverage shall not exceed 45 days from the date of completion of the application.
- (b) The producer and applicant certify, under penalty of perjury, on the paper application generated by EASI, the date and time the application was transmitted.
- (c) The producer uses EASI pursuant to Section 28.C.2.
- (d) The completed application form generated by EASI and deposit payment are electronically transmitted to the Plan Office in accordance with procedures approved by the Plan.
- (e) A copy of the completed original signed application form generated by EASI and required documentation are **faxed** to the Plan Office no later than one working day following the date the application and deposit are transmitted to the Plan. If the EASI application and required documentation are not faxed to the Plan Office in accordance with this subsection, coverage shall be effective at the future effective date or at 12:01A.M. on the day following receipt of the **faxed** EASI application and documentation by the Plan Office. The date of receipt of the fax in the Plan Office shall be established by the date and time signature of the Plan facsimile on the EASI application and documentation submitted.

(2) Regular Check or Money Order Submission Option

- (a) The requested effective date of coverage shall not exceed 45 days from the date of completion of the application.
- (b) The producer and applicant certify, under penalty of perjury, on the paper application form generated by EASI, the date and time application was transmitted.
- (c) The producer uses EASI pursuant to Section 28.C.2.
- (d) The paper application form generated by EASI, required

documentation, and required deposit check or money order are mailed to the Plan Office no later than two working days following the date the application was transmitted to the Plan. The mailing date is established by the United States Postal Service postmark on the envelope enclosing the application. If the paper application and deposit check or money order are not mailed to the Plan Office in accordance with this subsection, coverage shall be effective at the future effective date or at 12:01 A.M. on the day following receipt of the application and deposit by the Plan Office, whichever is later.

d. Retraction Procedure

Following issuance of an EASi reference number and prior to the mailing or faxing of a completed signed application to the Plan, the producer shall be authorized to rescind coverage bound pursuant to EASi if

- (1) the producer discovers a material error in an application;
- (2) the applicant has notified the producer of record that coverage through the Plan is no longer required; or
- (3) the producer of record has, in error, requested more than one EASi reference number for the same application.

The producer of record shall retract or void an EASi reference number by accessing EASi and using the on-line EASi electronic retraction process or by completing an a paper EASi Effective Date Retraction Request Form within 24 hours of the date and time of transmittal of the electronic application to the Plan Office. When the on-line EASi electronic retraction process is used, the producer is not required to submit a voided paper application to the Plan Office. The A producer completing the paper form must forward the completed EASi Effective Date Retraction Form to the Plan within the next four days. Failure to mail the retraction form in accordance with this subsection will result in assessment of a violation against the producer.

If an EASi reference number must be retracted or voided for an application

transmitted with using the electronic payment option, the deposit will be returned to ~~either the producer's account or the insured's account~~ the producer or the applicant based on the originator of the payment and the method of electronic payment used. The deposit shall be returned within five working days following the date of transmittal of the EASi on-line retraction request or receipt of the completed paper EASi Effective Date Retraction Request form by the Plan Office, as evidenced by the postmark on the transmittal envelope.

(Paragraphs C.3 through C.9 are unchanged)

Paragraph D is provided for information only.

D. Plan Submission to the Designated Insurer

The Plan shall forward to the assigned insurer the application, a copy of the notice of the effective date of coverage, and the deposit (electronic payment or check or money order) same to be credited by the insurer against the policy premium.

(Paragraphs E through H are unchanged.)

CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN
(Struck-out matter—deleted; Underlined matter—new)

EXHIBIT A
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Rule 24. ADDITIONAL CHARGES

Paragraph F.1 is amended as follows:

F. Penalty Points Assignable for Accidents and Convictions

Accidents

Two penalty points shall be assigned for each auto accident resulting in bodily injury or death.

One penalty point shall be assigned for each auto accident resulting only in damage to property if the driver was principally at fault.

A driver may be considered to be principally at fault in an accident if the driver's actions or omissions were at least 51 percent of the proximate legal cause of the accident, subject to the exceptions listed below, and in accidents not resulting in bodily injury or death, if the damage to the property of any one person is in excess of

- \$750 \$1,000, for accidents occurring on or after January 1, 2003 December 11, 2011; or
- \$500 \$750, for accidents occurring before January 1, 2003 through December 10, 2011.

A driver may be determined to be principally at fault for such accident where the accident was a solo vehicle accident subject to the exceptions listed below.

EXCEPTIONS: Penalty points shall not be assigned if the accident occurred under the following circumstances:

- a. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was lawfully parked.

Note: An auto rolling from a parked position shall not be construed as lawfully parked but shall be considered as the operation of the last operator.

- b. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was struck in the rear by another auto and the applicant or operator was not convicted of a moving traffic violation in connection with the accident.
- c. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was struck by a hit-and-run driver, if such accident was reported to the proper authority within 24 hours.
- d. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was not convicted of a moving traffic violation and the owner or operator of the other auto was so convicted in connection with that accident.
- e. Injury or damage was caused by contact with animals, fowl, flying gravel, or falling objects.
- f. The accident occurred as a result of while operating an auto authorized emergency vehicle by a peace officer, member of the California Highway Patrol, or firefighter in the performance of his or her duty during the hours of his or her employment in response to an emergency and, at the time of the accident, the applicant or other person who usually drives the applicant's auto, was responding to a call to duty as a paid or volunteer member of any police or fire department, first aid squad, or any law enforcement agency.
- g. The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed (for example, ex: black ice), or could not have avoided (ex: a child running into the street).

CALIFORNIA AUTOMOBILE ASSIGNED RISK PLAN
(Struck-out matter—deleted; Underlined matter—new)

EXHIBIT A
Page 2 of 2

COMMERCIAL GENERAL RULES CHAPTER

Rule 55. ADDITIONAL CHARGES

Paragraph F.1 is amended as follows:

F. Penalty Points Assignable for Accidents and Convictions

1. Accidents

Two penalty points shall be assigned for each auto accident resulting in bodily injury or death.

One penalty point shall be assigned for each auto accident resulting only in damage to property if the driver was principally at fault.

A driver may be considered to be principally at fault in an accident if the driver's actions or omissions were at least 51 percent of the proximate legal cause of the accident subject to the exceptions listed below, and in accidents not resulting in bodily injury or death, if the damage to the property of any one person is in excess of

- a. ~~\$750~~ \$1,000, for accidents occurring on or after January 1, 2003 December 11, 2011; or
- b. ~~\$500~~ \$750, for accidents occurring before January 1, 2003 through December 10, 2011.

A driver may be determined to be principally at fault for such accident where the accident was a solo vehicle accident subject to the exception listed below.

EXCEPTIONS: Penalty points shall not be assigned if the accident occurred under the following circumstances:

- a. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was lawfully parked.

Note: An auto rolling from a parked position shall not be construed as lawfully parked but shall be considered as the operation of the last operator.

- b. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was struck in the rear by another auto and the applicant or operator was not convicted

of a moving traffic violation in connection with the accident.

- c. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was struck by a hit-and-run driver, if such accident was reported to the proper authority within 24 hours.
- d. The auto owned or operated by the applicant or other person who usually drives the applicant's auto was not convicted of a moving traffic violation and the owner or operator of the other auto was so convicted in connection with that accident.
- e. Injury or damage was caused by contact with animals, fowl, flying gravel, or falling objects.
- f. The accident occurred as a result of while operating an auto authorized emergency vehicle by a peace officer, member of the California Highway Patrol, or firefighter in the performance of his or her duty during the hours of his or her employment in response to an emergency and, at the time of the accident, the applicant or other person who usually drives the applicant's auto, was responding to a call to duty as a paid or volunteer member of any police or fire department, first aid squad, or any law enforcement agency.
- g. The accident was a solo vehicle accident that was principally caused by a hazardous condition of which a driver, in the exercise of reasonable care, would not have noticed (for example, ex: black ice), or could not have avoided (ex: a child running into the street).

CALIFORNIA LOW COST AUTOMOBILE INSURANCE PROGRAM

APPLICATION FOR INSURANCE

Language discrepancies arising from the translation of the English version of the Instructions portion of this application shall be settled using the English language version.

IMPORTANT NOTICE

This policy is not effective until your application is electronically transmitted to the Plan by your agent or broker. The following conditions must also be met: (1) Both you and your agent or broker must sign and date a properly completed application. (2) Your agent or broker must mail your application to the Plan within two days of its completion. You may request that your agent or broker transmit the documents in your presence to ensure immediate coverage, provided the above requirements are met. If the above requirements are not met, your coverage will take effect the day after the Plan office receives your application. You may request that your agent or broker notify you when coverage is effective.

APPLICANT MUST MEET THE FOLLOWING ELIGIBILITY REQUIREMENTS

Please check each box to indicate you meet all of the eligibility requirements: IF YOU SUBMIT THIS APPLICATION AND YOU DO NOT MEET THESE REQUIREMENTS YOUR APPLICATION WILL BE REJECTED AND THERE WILL BE NO COVERAGE PROVIDED.

- ☐ Applicant resides in the California county as shown on this application.
- ☐ Household annual income before taxes, cannot exceed 250% of the federal poverty level.
- ☐ Must be at least 19 years old and have been continuously licensed in the US or Canada for the previous 3 years or 18 months if previous driving experience in a foreign country.
- ☐ No more than one moving violation or property damage only accident in which the driver was at fault in past 3 years.
- ☐ No at fault accident with BI or death in the past 3 years.
- ☐ No felony or misdemeanor convictions in violation of Vehicle Code on DMV record.
- ☐ Is not a college student claimed as a dependent of another person for tax purposes.
- ☐ Has no other automobile liability insurance coverage over and above this policy.
- ☐ Value of vehicle cannot be more than \$20,000.00.
- ☐ Cannot have more than 2 low cost policies per person insured through the CA Low Cost Auto Insurance Program.
- ☒ Cannot have other liability insurance coverage in the household. However, you may purchase Physical Damage Coverage elsewhere. You may also purchase optional Uninsured Motorist Bodily Injury and Medical Payment coverages through the Program.

Deletions

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name		Producer First Name		MI	
DBA Name					
Mailing Address		Ste./Apt. No.	City	State	Zip Code
Tax ID or Social Security No.	Producer License No.	Telephone No.		Fax No.	

SECTION 2. SIGNING PRODUCER

Complete if producer completing/signing this application differs from Producer of Record.

Last Name	First Name	MI	Producer License No.
-----------	------------	----	----------------------

SECTION 3. APPLICANT NAME

Last Name	First Name	MI	Home Telephone No.	Business Telephone No.	
Street Address		Ste./Apt. No.	City	State	Zip Code
Mailing Address (if different from Street Address)		Ste./Apt. No.	City	State	Zip Code

CAARP/California Low Cost Automobile Insurance Program
PO Box 7917
San Francisco, CA 94120-7917

Mail completed application,
with check/money order and
required attachments.

SECTION 4. HOUSEHOLD INFORMATION

"Household" means, for income eligibility purposes, all the persons who occupy a housing unit (house or apartment) and who are related by blood, marriage, registered domestic partnership, adoption, or guardianship. If more than one family is living in the same household unit, they constitute different families for eligibility purposes even though they reside at the same address..

How many individuals live in your household? →

Include all family members even if they do not drive.

List all operators and residents of the household. For additional operators/residents, indicate in REMARKS Section.

Applicant's former addresses (past 3 years)

Street Address

City

State

Zip Code

Name	Occupation	Annual Income	Birth Date MM/DD/YYYY	Sex	RS	MS	Driver License No.	ST	Licensed 3 Years? If "No", give date Licensed
APPLICANT									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No

CODES

RS = W-Wife, H-Husband, S-Son, D-Daughter, F-Father, M-Mother, B-Brother, SI-Sister, I-In-law, G-Grandparent,
GC-Grandchild, A-Aunt, U-Uncle, C-Cousin, P-Domestic Partner, SP-Spouse (For relationships not listed, indicate in Remarks)
MS = S-Single, M-Married, P-Domestic Partnership

Applicant's Occupation

Nature of Business

Employer's Name

Employer's Street Address

City

State

Zip Code

SECTION 5. VEHICLE

Year

Make

Model

Vehicle Identification No.

Registered Owner's Last Name

First Name

Purchased Mo./Yr.

☐ New

☐ Used

Current Value of Vehicle

Principal Address of Garaging

Applicant address as it appears on registration, if different from Sec 3

State Registered In

During the three years prior to the effective date of this policy:

1. Have you been involved in any accident in which you were principally at fault involving bodily injury or death?

☐ YES ☐ NO

2. Have you been involved in any accident in which you were principally at fault that resulted in only property damage?

☐ YES ☐ NO

3. Have you been involved in any accident in which you were considered to be not at fault?

☐ YES ☐ NO

SECTION 6. COVERAGES**INSTRUCTIONS**

1. Indicate Applicant's County of Residence

2. Check Boxes for Requested Coverage

3. Indicate Premium Amount for the County of Residence *

4. Indicate Total Policy Premium Amount

COUNTY OF RESIDENCE →

INDICATE PREMIUM AMOUNT ↓

Bodily Injury Liability

\$10,000 Each Person / \$20,000 Each Accident



Required Coverage

Property Damage Liability

\$3,000 Each Accident

Medical Payments \$1,000



Optional Coverage

Uninsured Motorist Coverage - Bodily Injury

\$10,000 Each Person / \$20,000 Each Accident



Optional Coverage

Youthful Unmarried Male (19-24 yrs) - 25% Surcharge



Check if Applicable

Current Rates as of date shown at bottom of application.

TOTAL POLICY PREMIUM →

SECTION 7. PAYMENT PLANS**GROSS DEPOSIT PREMIUMS MUST BE SUBMITTED WITH APPLICATION**

- ☐ Full Annual Premium
- ☐ Deposit premium (\$125 or 25%, whichever is greater, balance due in 30 days)
- ☐ Option 1-Installment Plan – Deposit of \$100 plus 6 bi-monthly payments – No interest, \$4.00 per Installment charge.
- ☐ Option 2-Installment Plan – Deposit of \$125 or 25% whichever is greater, plus 5 bi-monthly payments No interest, \$4.00 per Installment charge.
- ☐ Option 3-Installment Plan – Deposit of 15% of Total Premium plus 6 bi-monthly installments – No interest, \$4.00 per Installment charge.

Deposit Amount
Submitted

\$

SECTION 7.A DEPOSIT PAYMENT

Indicate Total Deposit Amount Received from Applicant:

\$

Payment Submitted: ☐ Producer/Agency Trust Account Check ☐ Applicant Check ☐ Money Order

Check/M.O.No.

If Producer Check, did Applicant pay Producer by:

☐ Cash ☐ Personal Check ☐ Money Order ☐ Credit/Debit CardWas Receipt Provided to Applicant? ☐ YES ☐ NO**SECTION 8. FINANCIAL RESPONSIBILITY**

(Complete if applicant or other eligible operator is required to file evidence of financial responsibility but still meets the good driver requirements of this policy.)

Name

Case/File No.

Relationship to Applicant

Resides with Applicant

☐ Yes ☐ No

State where Filing required

Reason for Filing

The SR22/1P filing for this Low Cost Auto Policy is issued for owners coverage, per California Ins. Code Article 5.5 §11629.8.

SECTION 9. INSURANCE RECORD

Name of applicant's last company

Policy No.

Termination date

Give Reason Terminated

Is there a policy currently in effect for the vehicle being insured on this application? ☐ Yes ☐ No

Are any other vehicles owned by any member of household?

☐ Yes ☐ No

If "Yes", give name of insurer and attach copy of declaration page.

SECTION 10. COVERAGE FOR ACTS OF UNINSURED MOTORIST: CALIFORNIA

DELETION OF COVERAGE: The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subsection (p) of Section 11580.2 of the Insurance Code.

Notwithstanding the coverage amounts required by Section 11580.2 and Section 16056 of the California Vehicle Code, uninsured motorist bodily injury coverage written in conjunction with a Low Cost Auto Policy with coverage limits at least equal to the limits of liability in the underlying Low Cost Auto Policy, shall satisfy the requirements of Section 11580.2 of the California Insurance Code and the financial responsibility requirements of Sections 4000.37, 16021, and 16431 of the California Vehicle Code.

SECTION 11. REJECTION OF UNINSURED MOTORIST COVERAGE

I understand that if I reject uninsured motorist coverage, and if I am injured by a person driving without motor vehicle insurance, I may be unable to recover any significant amount of money to cover the costs of my injuries. I have applied this day for coverage under an automobile liability insurance policy, and the company providing such coverage and I have agreed to delete uninsured motorist coverage from that insurance policy.

X _____ Date: _____ Hour: _____ ☐ A.M. ☐ P.M.

Applicant's Signature

The rejection of insurance indicated by the above agreement shall be binding upon every insured to whom such policy or endorsement provisions apply while such policy is in force, and it shall continue to be so binding with respect to any continuation, renewal or replacement of such policy by the named insured, or with respect to reinstatement of such policy within 30 days of any lapse thereof.

DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTAND IT.

SECTION 12. APPLICANT - YOUR SIGNATURE ON THIS APPLICATION CERTIFIES THE FOLLOWING.**(DO NOT SIGN WITHOUT READING)**

I hereby certify under penalty of perjury that I:

1. have been informed of my right to choose the LCA Payment Plan options as shown in Section 7 of this application.
2. agree to pay all premiums when due and designate the individual shown above as agent/broker of record for this insurance;
3. understand that if I owe money for a prior Low Cost Auto (LCA) policy which I have not formally appealed to the California Insurance Commissioner, the money I submit with this application for a new LCA policy will be applied to that prior policy, and I am not entitled to a refund of the money I submit with this application, even if coverage for this new policy is terminated, until I pay the full amount owed for all current and prior LCA policies;
4. understand the agent/broker is not acting as an agent of any company for the purposes of this insurance;
5. agree that no coverage will be effective if my premium remittance is justifiably dishonored by the financial institution;
6. will remit a check, money order, or a bank draft of the applicant or producer of record, as directed by the insurer, for the balance of the full premium for the policy, within 30 days of notification or, if I have so elected in Option 1, 2 or 3 of Section 7 of this application, to make payments as specified in the LCA Payment Plan Regulation (Section 26);
7. certify that this application was written and signed as of the date shown;
8. realize that any misleading information, or failure to disclose required information, will not be considered good faith on my part and will prejudice my application for insurance; and my application may be rejected with no coverage provided;
9. certify that, to the best of my knowledge and belief, all statements contained in this application are correct;
10. give permission to LCA administrator or the assigned insurer the approval to contact the appropriate agency or individual for verification of my income;
11. have read, understood, and meet all the eligibility requirements listed on the first page of this application.

X _____ Date: _____ Hour: _____ ☐ AM ☐ PM
Applicant's Signature

SECTION 13. PRODUCER - YOUR SIGNATURE CERTIFIES THE FOLLOWING

I certify, under penalty of perjury, that I have personally asked the applicant every question on this application and accurately noted each of the applicant's responses. In addition, I certify that (1) a legible photocopy of the applicant's and all operators' driver's licenses, (2) vehicle registration or proof of ownership, and (3) state or federal tax return from previous year or other reliable evidence from a governmental agency or means tested program of the applicants gross annual household income are attached. I certify that this application is submitted pursuant to the effective date provisions of the California Plan. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such premium. The information contained herein is accurate to the best of my knowledge.

X _____ Date: _____ Hour: _____ ☐ AM ☐ PM
Producer's Signature

SECTION 14. EVIDENCE OF INSURANCE AND EFFECTIVE DATE OF COVERAGE

NOTE: In the event there is no U.S. postmark, coverage will become effective no earlier than 12:01 AM on the day following receipt in the Plan Office. A metered mail postmark, computer-generated electronic stamp or other postage service stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.

Requested Effective Date and Time: Example: 09/01/2006 11:30	ELECTRONIC EFFECTIVE DATE REFERENCE NUMBER REF No. (Only required if using EEDP in lieu of EASI submission)
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IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.

SECTION 15. FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

SECTION 16. FEES ARE ILLEGAL

Section 11624.5 of the California Insurance Code provides: No insurance agent, broker or solicitor shall make any charge to the applicant, directly or indirectly, for furnishing any person the necessary application forms, technical assistance and services necessary to perfect an application through the Plan other than such commission as is paid by the insurer pursuant to the provisions of such Plan.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE AND IN THE COUNTY SHOWN ON THE APPLICATION WHEN, IN FACT, THE APPLICANT RESIDES OR IS DOMICILED IN ANOTHER STATE OR IN ANOTHER COUNTY OF THIS STATE, IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

Producers shall submit their IRS Tax Identification Number or Social Security Number to enable insurers to prepare a Form 1099 for commission amounts paid to the producer. Should the producer fail to provide his or her Tax Identification Number or Social Security Number, the insurer may defer payment of commission until the proper identification number is provided.

Applicants are required to provide their Social Security Number to allow for verification of income. California Insurance Code Section 11629.73 establishes income eligibility requirements, which must be satisfied for the purchase of a low cost automobile insurance policy. California Insurance Code Section 11629.74 provides that, to demonstrate financial eligibility, an applicant shall present a copy of the applicant's federal or state income tax return for the previous year or other reliable evidence from a governmental agency or governmental mean-tested program of the applicant's gross annual household income. Applicants who do not provide a Social Security Number may be found to be ineligible to purchase a Low Cost automobile insurance policy.

NOTE: Following an assignment of an EASI reference number and prior to mailing the completed, signed application to the Plan, you are not permitted to alter or in any way change any information on the application. Please refer to the Retraction Procedures outlined in the Plan manual if you need to retract an application submitted through EASI.

ATTACHMENTS

- | | |
|---|---|
| <input type="checkbox"/> Copy of Driver's License for Applicant & All Operators | <input type="checkbox"/> Deposit Premium Payment |
| <input type="checkbox"/> Copy of Foreign Country Driver's License if only 18 months driving experience in US/Canada | <input type="checkbox"/> Income Verification Document(s) |
| <input type="checkbox"/> Copy of Vehicle Registration or Proof of Ownership | <input type="checkbox"/> Copy of Declaration Page from any other owned vehicle(s) |

REMARKS

Complaints about Insurance Companies, agents or brokers can be directed to the California Department of Insurance, Consumer Services Division at 800-927-HELP (4357).

CL 05 new
04

CALIFORNIA LOW COST AUTOMOBILE INSURANCE PROGRAM APPLICATION FOR INSURANCE

Language discrepancies arising from the translation of the English version of the instructions portion of this application shall be settled using the English language version.

IMPORTANT NOTICE

This policy is not effective until your application is electronically transmitted to the Plan by your agent or broker. The following conditions must also be met: (1) Both you and your agent or broker must sign and date a properly completed application. (2) Your agent or broker must mail your application to the Plan within two days of its completion. You may request that your agent or broker transmit the documents in your presence to ensure immediate coverage, provided the above requirements are met. If the above requirements are not met, your coverage will take effect the day after the Plan office receives your application. You may request that your agent or broker notify you when coverage is effective.

APPLICANT MUST MEET THE FOLLOWING ELIGIBILITY REQUIREMENTS

Please check each box to indicate you meet all of the eligibility requirements: IF YOU SUBMIT THIS APPLICATION AND YOU DO NOT MEET THESE REQUIREMENTS YOUR APPLICATION WILL BE REJECTED AND THERE WILL BE NO COVERAGE PROVIDED.

- ☐ Applicant resides in the California county as shown on this application.
- ☐ Household annual income before taxes, cannot exceed 250% of the federal poverty level.
- ☒ Must be at least 19 years old and have been continuously licensed in the US or Canada for the previous 3 years or 18 months if previous driving experience in a foreign country.
- ☐ No more than one moving violation or property damage only accident in which the driver was at fault in past 3 years.
- ☐ No at fault accident with BI or death in the past 3 years.
- ☐ No felony or misdemeanor convictions in violation of Vehicle Code on DMV record.
- ☐ Is not a college student claimed as a dependent of another person for tax purposes.
- ☐ Has no other automobile liability insurance coverage over and above this policy.
- ☐ Value of vehicle cannot be more than \$20,000.00.
- ☐ Cannot have more than 2 low cost policies per person insured through the CA Low Cost Auto Insurance Program.
- ☐ Cannot have other liability insurance coverage in the household. However, you may purchase Physical Damage Coverage elsewhere. You may also purchase optional Uninsured Motorist Bodily Injury and Medical Payment coverages through the Program.

Additions

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name		Producer First Name		MI	
DBA Name					
Mailing Address		Ste./Apt. No.	City	State	Zip Code
Tax ID or Social Security No.	Producer License No.	Telephone No.		Fax No.	

SECTION 2. SIGNING PRODUCER

Complete if producer completing/signing this application differs from Producer of Record.

Last Name	First Name	MI	Producer License No.
-----------	------------	----	----------------------

SECTION 3. APPLICANT NAME

Last Name	First Name	MI	Home Telephone No.	Business Telephone No.
Street Address	Ste./Apt. No.	City	State	Zip Code
Mailing Address (if different from Street Address)	Ste./Apt. No.	City	State	Zip Code

CAARP/California Low Cost Automobile Insurance Program
PO Box 7917
San Francisco, CA 94120-7917

Mail completed application,
with check/money order and
required attachments.

SECTION 4. HOUSEHOLD INFORMATION

"Household" means, for income eligibility purposes, all the persons who occupy a housing unit (house or apartment) and who are related by blood, marriage, registered domestic partnership, adoption, or guardianship. If more than one family is living in the same household unit, they constitute different families for eligibility purposes even though they reside at the same address..

How many individuals live in your household? →

Include all family members even if they do not drive.

List all operators and residents of the household. For additional operators/residents, indicate in REMARKS Section.

Applicant's former addresses (past 3 years)

Street Address	City	State	Zip Code
----------------	------	-------	----------

Name	Occupation	Annual Income	Birth Date MM/DD/YYYY	Sex	RS	MS	Driver License No.	ST	Licensed 3 Years? If "No", give date Licensed
APPLICANT									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No

CODES RS = W-Wife, H-Husband, S-Son, D-Daughter, F-Father, M-Mother, B-Brother, SI-Sister, I-In-law, G-Grandparent, GC-Grandchild, A-Aunt, U-Uncle, C-Cousin, P-Domestic Partner, SP-Spouse (For relationships not listed, indicate in Remarks)
MS = S-Single, M-Married, P-Domestic Partnership

Applicant's Occupation	Nature of Business	Employer's Name
------------------------	--------------------	-----------------

Employer's Street Address	City	State	Zip Code
---------------------------	------	-------	----------

SECTION 5. VEHICLE

Year	Make	Model
------	------	-------

Vehicle Identification No.	Registered Owner's Last Name	First Name
----------------------------	------------------------------	------------

Purchased Mo./Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Current Value of Vehicle
-------------------	--	--------------------------

Principal Address of Garaging	Applicant address as it appears on registration, if different from Sec 3	State Registered In
-------------------------------	--	---------------------

During the three years prior to the effective date of this policy:

1. Have you been involved in any accident in which you were principally at fault involving bodily injury or death? ☐ YES ☐ NO

2. Have you been involved in any accident in which you were principally at fault that resulted in only property damage? ☐ YES ☐ NO

3. Have you been involved in any accident in which you were considered to be not at fault? ☐ YES ☐ NO

SECTION 6. COVERAGES**INSTRUCTIONS**

1. Indicate Applicant's County of Residence.
2. Check Boxes for Requested Coverage.
3. Indicate Premium Amount for the County of Residence *
4. Indicate Total Policy Premium Amount.

COUNTY OF RESIDENCE →	INDICATE PREMIUM AMOUNT ↓
-----------------------	---------------------------

Bodily Injury Liability \$10,000 Each Person / \$20,000 Each Accident	<input checked="" type="checkbox"/>	Required Coverage	
Property Damage Liability \$3,000 Each Accident			
Medical Payments \$1,000	<input type="checkbox"/>	Optional Coverage	
Uninsured Motorist Coverage – Bodily Injury \$10,000 Each Person / \$20,000 Each Accident	<input type="checkbox"/>	Optional Coverage	
Youthful Unmarried Male (19-24 yrs) - 25% Surcharge	<input type="checkbox"/>	Check if Applicable	
Current Rates as of date shown at bottom of application.	TOTAL POLICY PREMIUM →		

SECTION 7. PAYMENT PLANS**GROSS DEPOSIT PREMIUMS MUST BE SUBMITTED WITH APPLICATION**

- ☒ Full Annual Premium
☐ Deposit premium (\$125 or 25%, whichever is greater, balance due in 30 days)
☐ Option 1-Installment Plan – Deposit of \$100 plus 6 bi-monthly payments – No interest, \$4.00 per Installment charge.
☐ Option 2-Installment Plan – Deposit of \$125 or 25% whichever is greater, plus 5 bi-monthly payments No interest, \$4.00 per Installment charge.
☒ Option 3-Installment Plan – Deposit of 15% of Total Premium plus 6 bi-monthly installments – No interest, \$4.00 per Installment charge.

Deposit Amount Submitted

\$

SECTION 7.A DEPOSIT PAYMENT

Indicate Total Deposit Amount Received from Applicant:

\$

Payment Submitted: ☐ Producer/Agency Trust Account Check ☐ Applicant Check ☐ Money Order ☐ Check/M.O.No.

If Producer Check, did Applicant pay Producer by:

☒ Cash ☐ Personal Check ☐ Money Order ☐ Credit/Debit CardWas Receipt Provided to Applicant? ☐ YES ☐ NO**SECTION 8. FINANCIAL RESPONSIBILITY**

(Complete if applicant or other eligible operator is required to file evidence of financial responsibility but still meets the good driver requirements of this policy.)

Name

Case/File No.

Relationship to Applicant

Resides with Applicant

☐ Yes ☐ No

State where Filing required

Reason for Filing

The SR22/1P filing for this Low Cost Auto Policy is issued for owners coverage, per California Ins. Code Article 5.5 §11629.8.

SECTION 9. INSURANCE RECORD

Name of applicant's last company

Policy No.

Termination date

Give Reason Terminated

Is there a policy currently in effect for the vehicle being insured on this application? ☐ Yes ☐ No

Are any other vehicles owned by any member of household?

☐ Yes ☐ No

If "Yes", give name of insurer and attach copy of declaration page.

SECTION 10. COVERAGE FOR ACTS OF UNINSURED MOTORIST: CALIFORNIA

DELETION OF COVERAGE: The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs or legal representatives for all sums within the limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subsection (p) of Section 11580.2 of the Insurance Code.

Notwithstanding the coverage amounts required by Section 11580.2 and Section 16056 of the California Vehicle Code, uninsured motorist bodily injury coverage written in conjunction with a Low Cost Auto Policy with coverage limits at least equal to the limits of liability in the underlying Low Cost Auto Policy, shall satisfy the requirements of Section 11580.2 of the California Insurance Code and the financial responsibility requirements of Sections 4000.37, 16021, and 16431 of the California Vehicle Code.

SECTION 11. REJECTION OF UNINSURED MOTORIST COVERAGE

I understand that if I reject uninsured motorist coverage, and if I am injured by a person driving without motor vehicle insurance, I may be unable to recover any significant amount of money to cover the costs of my injuries. I have applied this day for coverage under an automobile liability insurance policy, and the company providing such coverage and I have agreed to delete Uninsured motorist coverage from that insurance policy.

X-10: _____ Date: _____ Hour: _____ ☐ A.M. ☐ P.M.

Applicant's Signature

The rejection of insurance indicated by the above agreement shall be binding upon every insured to whom such policy or endorsement provisions apply while such policy is in force, and it shall continue to be so binding with respect to any continuation, renewal or replacement of such policy by the named insured, or with respect to reinstatement of such policy within 30 days of any lapse thereof.

DO NOT SIGN THIS AGREEMENT UNLESS YOU READ AND UNDERSTAND IT.

**SECTION 12. APPLICANT - YOUR SIGNATURE ON THIS APPLICATION CERTIFIES THE FOLLOWING.
(DO NOT SIGN WITHOUT READING)**

I hereby certify under penalty of perjury that I:

1. have been informed of my right to choose the LCA Payment Plan options as shown in Section 7 of this application.
2. agree to pay all premiums when due and designate the individual shown above as agent/broker of record for this insurance;

3. understand that if I owe money for a prior Low Cost Auto (LCA) policy which I have not formally appealed to the California Insurance Commissioner, the money I submit with this application for a new LCA policy will be applied to that prior policy, and I am not entitled to a refund of the money I submit with this application, even if coverage for this new policy is terminated, until I pay the full amount owed for all current and prior LCA policies;

4. understand the agent/broker is not acting as an agent of any company for the purposes of this insurance;

5. agree that no coverage will be effective if my premium remittance is justifiably dishonored by the financial institution;

6. will remit a check, money order, or a bank draft of the applicant or producer of record, as directed by the insurer, for the balance of the full premium for the policy, within 30 days of notification or, if I have so elected in Option 1, 2 or 3 of Section 7 of this application, to make payments as specified in the LCA Payment Plan Regulation (Section 26);

7. certify that this application was written and signed as of the date shown;

8. realize that any misleading information, or failure to disclose required information, will not be considered good faith on my part and will prejudice my application for insurance; and my application may be rejected with no coverage provided;

9. certify that, to the best of my knowledge and belief, all statements contained in this application are correct;

10. give permission to LCA administrator or the assigned insurer the approval to contact the appropriate agency or individual for verification of my income;

11. have read, understood, and meet all the eligibility requirements listed on the first page of this application.

Date: _____ Hour: _____ ☐ AM ☐ PM

Applicant's Signature

SECTION 13. PRODUCER - YOUR SIGNATURE CERTIFIES THE FOLLOWING

I certify, under penalty of perjury, that I have personally asked the applicant every question on this application and accurately noted each of the applicant's responses. In addition, I certify that (1) a legible photocopy of the applicant's and all operators' driver's licenses, (2) vehicle registration or proof of ownership, and (3) state or federal tax return from previous year or other reliable evidence from a governmental agency or means tested program of the applicants gross annual household income are attached. I certify that this application is submitted pursuant to the effective date provisions of the California Plan. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such premium. The information contained herein is accurate to the best of my knowledge.

Date: _____ Hour: _____ ☐ AM ☐ PM

Producer's Signature

SECTION 14. EVIDENCE OF INSURANCE AND EFFECTIVE DATE OF COVERAGE

NOTE: In the event there is no U.S. postmark or if the postmark is illegible, coverage will become effective no earlier than 12:01 A.M. on the day following receipt in the Plan Office. A metered mail postmark, computer-generated electronic stamp, or other postage service stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.

Requested Effective Date and Time:

Example: 09/01/2006 11:30

If the application is NOT submitted via EASI, the effective date of coverage will be 12:01 A.M. on the day following receipt in the Plan Office, unless a future date is requested.

IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.

LC-OS new

SECTION 15. FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

SECTION 16. FEES ARE ILLEGAL

Section 11624.5 of the California Insurance Code provides: No insurance agent, broker or solicitor shall make any charge to the applicant, directly or indirectly, for furnishing any person the necessary application forms, technical assistance and services necessary to perfect an application through the Plan other than such commission as is paid by the insurer pursuant to the provisions of such Plan.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE AND IN THE COUNTY SHOWN ON THE APPLICATION WHEN, IN FACT, THE APPLICANT RESIDES OR IS DOMICILED IN ANOTHER STATE OR IN ANOTHER COUNTY OF THIS STATE, IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

Producers shall submit their IRS Tax Identification Number or Social Security Number to enable insurers to prepare a Form 1099 for commission amounts paid to the producer. Should the producer fail to provide his or her Tax Identification Number or Social Security Number, the insurer may defer payment of commission until the proper identification number is provided.

Applicants are required to provide their Social Security Number to allow for verification of income. California Insurance Code Section 11629.73 establishes income eligibility requirements, which must be satisfied for the purchase of a low cost automobile insurance policy. California Insurance Code Section 11629.74 provides that, to demonstrate financial eligibility, an applicant shall present a copy of the applicant's federal or state income tax return for the previous year or other reliable evidence from a governmental agency or governmental mean-tested program of the applicant's gross annual household income. Applicants who do not provide a Social Security Number may be found to be ineligible to purchase a Low Cost automobile insurance policy.

NOTICE TO APPLICANT AND PRODUCER

When a Low Cost Auto Insurance Policy is cancelled, the premium refund may be determined based on the pro rata unearned premium for the period of coverage, subject to a minimum premium of \$15 per vehicle or policy, whichever is greater.

NOTE: Following an assignment of an EASI reference number and prior to mailing the completed, signed application to the Plan, you are not permitted to alter or in any way change any information on the application. Please refer to the Retraction Procedures outlined in the Plan manual if you need to retract an application submitted through EASI.

ATTACHMENTS

- | | |
|--|---|
| <input checked="" type="checkbox"/> Copy of Driver's License for Applicant & All Operators | <input type="checkbox"/> Deposit Premium Payment |
| <input checked="" type="checkbox"/> Copy of Foreign Country Driver's License if only 18 months driving experience in US/Canada | <input type="checkbox"/> Income Verification Document(s) |
| <input checked="" type="checkbox"/> Copy of Vehicle Registration or Proof of Ownership | <input type="checkbox"/> Copy of Declaration Page from any other owned vehicle(s) |

REMARKS

Complaints about Insurance Companies, agents or brokers can be directed to the California Department of Insurance, Consumer Services Division at 800-927-HELP (4357).

HOW TO SUBMIT AN APPLICATION TO THE CALIFORNIA LOW COST AUTOMOBILE PROGRAM

HOW, WHEN, AND WHERE

The **third** paragraph is amended as follows:

Application to the Low Cost Program may be made by the following methods:

- The Electronic Application Submission Interface (EASi)

To expedite the application submission process, EASi is recommended. The system offers on line completion of the application form, provides immediate binding of coverage, and electronically transmits the application to the Plan Office. When the electronic payment option is chosen, the deposit payment may be made by electronic funds transfer, debit card, or credit card.

EASi Expedited Application with Electronic Payment Option: The completed original EASi application generated from the system bearing the signatures of the applicant and producer and any supporting documentation are **faxed** to the Plan Office. Assignment notices will be available electronically for the producer to print, as well as being mailed out to the producer and the insured.

All Other EASi Applications: The producer must mail or deliver the completed original EASi application generated from the system bearing the signatures of the applicant and producer, the deposit check or money order, and any

supporting documentation to the Plan Office in accordance with Plan rules.

For further details refer to Section 28.

- Alternate Application Submission Procedures

The following additional application submission methods are available for producers who choose not to use EASi or do not have access to EASi. They are also available for producers using EASi in the event EASi is not available for any reason.

- United States Postal Service Mail or Delivery by Means Other Than the United States Postal Service

Using either of these methods, the original paper application bearing the signatures of the applicant and producer accompanied by the required supporting documentation and the deposit check or money order must be submitted to the Plan. Coverage is effective as of 12:01 A.M. on the date following receipt of the application in the Plan Office unless a future effective date of coverage is requested.

For further details refer to Appendix Section 61.

*(The **fourth** paragraph and remainder of the Introduction are unchanged.)*

DEFINITIONS

The following **definition** is amended:

"Electronic Payment" means the optional method methods for submission of the deposit payment by electronic fund transfer, debit card, or credit card available with the EASi application process.

LOW COST AUTOMOBILE PART

Sec. 26. PREMIUM PAYMENT OPTIONS

The applicant or producer shall submit a separate check or money order payable to the Plan with each application. When the application is transmitted using EASi, an electronic payment option is available in accordance with Plan approved procedures. Electronic payment options available include electronic funds transfer, debit cards, and credit cards. Payments for renewal insurance policies shall be submitted directly to the assigned insurer. The initial payment shall be in the form of an applicant's check, producer's trust account check, certified check, bank check, or money order or by electronic payment in accordance with Plan approved procedures. The full annual premium payment option, the advance premium payment option, and the installment premium payment options shall be available to applicants.

(Paragraphs A through C are unchanged).

Paragraph D is provided for information only.

- D. **Deposit, Installment, or Additional Premium Payments Applicable to A, B, or C Above**

The deposit accompanying the application shall be by applicant's check, producer's trust account check, certified check, bank check, or money order payable to the California Automobile Assigned Risk Plan. If the application is transmitted using EASi, an electronic payment option is available in accordance with Plan approved procedures. All deposits, installment payments, and additional premium payments must be submitted on a gross basis. No commission shall be withheld by the producer. Producer commission shall be paid in accordance with Section 34.

The Plan shall immediately return the deposit if the risk is not assigned. The insurer shall credit the deposit against the gross premium if the risk is assigned. The insurer shall refund any portion of the deposit only as provided in Section 26.E.

Installments and additional premium payments shall be by applicant's check, producer's trust account check, certified check, bank check or money order payable to the assigned insurer.

(The remainder of paragraph D is unchanged.)

Paragraph E is amended as follows:

E. Dishonored Checks and Electronic Payments

If any check is dishonored or if an electronic payment is dishonored or returned by the bank, the Plan or insurer may impose a dishonored check or electronic payment fee of up to \$10, and the Plan or insurer may require all further payments from that maker or debit or credit card holder to be in the form of a certified check, bank check, or money order, for a period of 12 months from the date the check or electronic payment was dishonored.

Insurers shall notify the Plan of producers who submit dishonored checks or electronic payments that are dishonored or returned by the bank. The Plan may require those producers to submit a certified check or money order with future applications.

(Paragraph F is unchanged.)

Sec. 28. APPLICATION FOR ASSIGNMENT, DESIGNATION OF INSURER, EVIDENCE OF INSURANCE, AND EFFECTIVE DATE OF COVERAGE

(Paragraphs A and B are unchanged.)

Paragraph C.2.d is amended as follows:

C. Effective Date of Coverage

For the purposes of Section 28, the postmark which is to be recognized by the Plan shall be the postmark of the United States Postal Service. A metered mail postmark, computer-generated electronic stamp, or other postage service or stamp shall not be considered a postmark of the United States Postal Service for the purposes of effecting coverage.

The Plan shall provide for effective dates of coverage consistent with all of the following:

1. In no event shall coverage be effective prior to the date and time of completion, signing, and dating of the application forms.
2. Electronic Application Submission Interface (EASi)
 - a. To expedite the application process, producers who are certified by CAARP may use EASi to establish the effective

date of coverage if the applicant requires that the coverage applied for become effective at the time of application. Coverage will be effective only when the electronic application is transmitted under the procedures established by the Plan.

The Plan shall establish and maintain a toll free number for producer technical support as part of EASi. The Plan shall maintain sufficient capacity to provide system access and transmittal, in a timely manner, of completed on line applications by means of EASi.

EASi shall be available only to producers who are certified by the Plan.

The producer may not transmit the application using EASi until the application for coverage has been completed and the deposit has been received.

b. Immediate Coverage

Coverage shall be effective at the date and time of transmission of the electronic application provided all of the following requirements are met for the EASi option chosen:

(1) Electronic Payment Option

- (a) The producer and applicant certify, under penalty of perjury, on the paper application form generated by EASi, the date and time that the application was transmitted.
- (b) The producer uses EASi set forth in Section 28.C.2.
- (c) The completed application form generated by EASi and premium deposit are electronically transmitted to the Plan Office in accordance with procedures approved by the Plan.
- (d) A copy of the completed original signed application form generated by EASi and required documentation are **faxed** to the Plan Office no later than one working day following the date the application and deposit are electronically transmitted to the Plan. If the EASi application and required documentation are not faxed to the Plan Office in accordance with this subsection, coverage shall be effective at 12:01A.M. on the day following receipt of the **faxed** EASi

application and documentation by the Plan Office. The date of receipt of the fax in the Plan Office shall be established by the date and time signature of the Plan facsimile on the EASI application and documentation submitted.

(2) Regular Check or Money Order Submission Option

- (a) The producer and applicant certify on the application generated by EASI, under penalty of perjury the date and time the application was transmitted.
- (b) The producer uses EASI set forth in Section 28.C.2.
- (c) The paper application form generated by EASI, required documentation, and required deposit check or money order are mailed to the Plan Office no later than two working days following the date the application is transmitted to the Plan. The mailing date is established by the United States Postal Service postmark on the envelope enclosing the application. If the paper application, required documentation, and deposit check or money order are not mailed to the Plan Office in accordance with this subsection, coverage shall be effective at 12:01 A.M. on the day following receipt of the paper application and deposit by the Plan Office.

c. Future Effective Date of Coverage

In the event a future effective date of coverage is requested by the producer of record, coverage shall become effective as of 12:01 A.M. on the future date, provided all of the following requirements are met for the EASI method chosen:

(1) Electronic Payment Option

- (a) The requested effective date of coverage shall not exceed 45 days from the date of completion of the application.
- (b) The producer and applicant certify on the application form generated by EASI, under penalty of perjury, the date and time the application was transmitted.

(c) The producer uses EASI set forth in Section 28.C.2.

(d) The completed application form generated by EASI and premium deposit payment are electronically transmitted to the Plan Office in accordance with procedures approved by the Plan.

(e) A copy of the completed original signed application form generated by EASI and required documentation are **faxed** to the Plan Office no later than one working day following the date the application and deposit are transmitted to the Plan. If the EASI application and required documentation are not faxed to the Plan Office in accordance with this subsection, coverage shall be effective at the future effective date or at 12:01 A.M. on the day following receipt of the **faxed** EASI application and documentation by the Plan Office. The date of receipt of the fax in the Plan Office shall be established by the date and time signature of the Plan facsimile on the EASI application and documentation submitted.

(2) Regular Check or Money Order Submission Option

(a) The requested effective date of coverage shall not exceed 45 days from the date of completion of the application.

(b) The producer and applicant certify on the application form generated by EASI, under penalty of perjury, the date and time application was transmitted.

(c) The producer uses EASI set forth in Section 28.C.2.

(d) The paper application form generated by EASI, required documentation, and required deposit check or money order are mailed to the Plan Office no later than two working days following the date the application forms are transmitted to the Plan. The mailing date is established by the United States Postal Service postmark on the envelope enclosing the application. If the paper application, required

documentation, and deposit check or money order are not mailed to the Plan Office in accordance with this subsection, coverage shall be effective at the future effective date or at 12:01 A.M. on the day following receipt of the application and deposit by the Plan Office, whichever is later.

d. Retraction Procedure

Following issuance of an EASi reference number and prior to the mailing or faxing of a completed signed application to the Plan, the producer shall be authorized to rescind coverage bound pursuant to EASi if

- (1) the producer discovers a material error in an application;
- (2) the applicant has notified the producer of record that coverage through the Low Cost Program is no longer required; or
- (3) the producer of record has, in error, requested more than one EASi reference number for the same application.

The producer of record shall retract or void an EASi reference number by accessing EASi and using the on-line EASi electronic retraction process or by completing an a paper EASi Effective Date Retraction Request Form within 24 hours of the date and time of transmittal of the electronic application to the Plan Office. When the on-line EASi electronic retraction process is used, the producer is not required to submit a voided paper application to the Plan Office. The A producer completing the paper form must forward the completed EASi Effective Date Retraction Form to the Plan within the next four days. Failure to mail the retraction form in accordance with this subsection will result in assessment of a violation against the producer if the producer has failed to return such forms at least three times in six months consistent with CAARP Manual Section 20.A.5.

If an EASi reference number must be retracted or voided for an application transmitted with using the electronic payment option, the deposit will be returned to either the producer's account or the insured's account the producer or the applicant based on the originator of the payment and the method of electronic payment used. The deposit shall be returned within five

working days following the date of transmittal of the EASi on-line retraction request or receipt of the completed paper EASi Effective Date Retraction Request form by the Plan Office, as evidenced by the postmark on the transmittal envelope.

(Paragraphs C.3 through C.9 are unchanged)

Paragraph D is provided for information only.

D. Plan Submission to the Designated Insurer

The Plan shall forward to the assigned insurer the application, a copy of the notice of the effective date of coverage, and the deposit (electronic payment or check or money order) same to be credited by the insurer against the policy premium.

Upon receipt of the application and deposit from the Plan and prior to issuance of a policy, the insurer shall review the application and documentation to confirm that the risk is eligible in accordance with Plan rules. If the applicant is found ineligible for coverage within 20 calendar days following the Plan assignment date shown on the notice of effective date of coverage, the application and deposit shall be returned to the producer. Written notice to that effect shall be sent to the applicant and the producer. Coverage is void from inception.

(Paragraphs E through G are unchanged.)

EXHIBIT C

INCOME ELIGIBILITY GUIDELINES

The following are the ~~2011~~ 2012 federal poverty levels as contained in the Federal Poverty Guidelines for the 48 contiguous states and the District of Columbia as shown in the Annual Update of the Health and Human Services Poverty Guidelines published in the Federal Register by the Department of Health and Human Services. For your convenience in determining eligibility for the California Low Cost Automobile Insurance Program, an additional column for 250% of the poverty income level is provided.

Size of Family	Poverty Level	250% of Poverty Level
1	\$10,890 <u>\$11,170</u>	\$27,225 <u>\$ 27,925</u>
2	14,710 <u>15,130</u>	36,775 <u>37,825</u>
3	18,530 <u>19,090</u>	46,325 <u>47,725</u>
4	22,350 <u>23,050</u>	55,875 <u>57,625</u>
5	26,170 <u>27,010</u>	65,425 <u>67,525</u>
6	29,990 <u>30,970</u>	74,975 <u>77,425</u>
7	33,810 <u>34,930</u>	84,525 <u>87,325</u>
8	37,630 <u>38,890</u>	94,075 <u>97,225</u>

For families with more than eight members, add ~~\$3,820~~ \$3,960 for each additional member to the figure shown in the Poverty Level column. Multiply the result by 250%.

Note: The chart above will be updated when the Annual Update of the Health and Human Services Poverty Guidelines is published in the Federal Register by the Department of Health and Human Services.

Sec. 25 EXTENT OF COVERAGE

Paragraph B is amended as follows:

B. Standard Policy Coverage

Risk eligible for assignment in accordance with Section 22 shall be afforded coverage ~~on a Low Cost Auto Insurance Policy~~ in accordance with the following policy form and endorsement approved by the California Department of Insurance.

- California Low Cost Automobile Uninsured Motorist Bodily Injury Coverage Endorsement (PPA 40 09.2) (Rev.1/13)

**CALIFORNIA LOW COST AUTOMOBILE UNINSURED MOTORISTS
BODILY INJURY COVERAGE ENDORSEMENT**

This endorsement is part of *your* Policy. Except for the changes this endorsement makes, all other terms of *your* Policy remain the same and apply to this endorsement.

Named Insured(s) _____

Policy Number _____

Effective Date _____

12:01 A.M. Standard Time

SCHEDULE

Limits-Uninsured Motorists Bodily Injury Coverage	Premium
\$ 10, 000 Each Person	\$ _____
\$ 20,000 Each Accident	

It is agreed that this Policy is changed as follows:

I. The following definitions are added to Section II, DEFINITIONS:

A. ***Uninsured Motor Vehicle*** means a land motor vehicle that is

1. not insured or bonded for ***bodily injury*** liability at the time of the accident; or
2. insured or bonded for ***bodily injury*** liability at the time of the accident, but the insuring or bonding company
 - a. denies coverage, or
 - b. is or becomes insolvent within one year of the accident; or
 - c. admits coverage conditionally or with reservation, or
3. an ***underinsured motor vehicle***; or
4. a hit-and-run land motor vehicle whose owner or driver cannot be identified and that strikes ***you, a household member,*** or the vehicle an insured is ***occupying***.

An ***uninsured motor vehicle*** does not include a land motor vehicle

- a. owned by or ***leased*** to ***you*** except for a vehicle insured for this coverage on a primary basis under this Policy when that vehicle is being operated, or is caused to be operated, without ***your*** consent in connection with any criminal activity that is documented in a police report and to which ***you*** are not a party.
- b. owned by or ***leased*** to any ***household member*** except for a vehicle insured for this coverage on a primary basis under this Policy when that vehicle is being operated, or is caused to be operated, without that ***household member's***

consent in connection with any criminal activity that is documented in a police report and to which that ***household member*** is not a party.

- c. furnished or available for the regular use of ***you*** or any ***household member***
- d. owned or operated by a self-insurer under any motor vehicle law, except a self-insurer that is or becomes insolvent;
- e. owned the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing;
- f. designed or modified for use mainly off public roads except while on public roads;
- g. while located for use as a residence or premises.

B. ***Underinsured Motor Vehicle*** means a land motor vehicle that is insured or bonded for ***bodily injury*** liability at the time of the accident, but the limits of liability are less than the limits of liability of this coverage.

II. The following coverage is added:

UNINSURED MOTORISTS BODILY INJURY COVERAGE

1. This Policy provides Uninsured Motorists Bodily Injury Coverage only if a premium for Uninsured Motorists Bodily Injury Coverage appears on the Schedule or the Policy Declarations.
2. **Who Is An Insured**
The following are insureds:
 - a. ***You***
 - b. ***Any household members***

- c. Any other person while *occupying your insured auto, a replacement auto, or a temporary substitute auto*
- d. Any person entitled to recover damages because of *bodily injury* to which this coverage applies sustained by an insured under paragraphs 2. a through 2. c above

However, an insured does not include any person described in 2.a through 2.d above who sustains *bodily injury* while *your insured auto, a replacement auto, or a temporary substitute auto* is being used as a public or livery conveyance. This does not apply to shared-expense car pools.

3. Coverage

- a. *We* will pay, subject to the limits of liability, compensatory damages that an insured is legally entitled to collect from the owner or operator of an *uninsured motor vehicle* because of *bodily injury* sustained by an insured as a result of an accident.

The *bodily injury* must arise out of the ownership, maintenance, or use of an *uninsured motor vehicle*.

- b. If the *bodily injury* is caused by an *underinsured motor vehicle*, *we* will pay only after the limits of any bonds or policies providing *bodily injury* liability coverage have been exhausted by payment of judgments or settlements.
- c. *We* are not bound by any judgment against any person or organization resulting from any suit brought without *our* written consent.

4. Exclusions—What Is Not Covered

There is no Uninsured Motorists Bodily Injury Coverage for the following:

- a. Any insured while *occupying* any land motor vehicle not insured under this coverage that is owned by or *leased* to that insured
- b. Any insured when struck by any land motor vehicle that is owned by or *leased* to that insured

This exclusion (4. b) does not apply if all of the following conditions are met:

- (1) The land motor vehicle is being operated, or is caused to be operated, by a person without that insured's consent in connection with a criminal activity.
- (2) That insured is not a party to that criminal activity.

- (3) The criminal activity is documented in a police report.

- c. Any *household member* while *occupying* or, when struck by any land motor vehicle that is owned by or *leased* to *you* and insured for this coverage on a primary basis under another policy

- d. Any insured if that insured, or the legal representative, settles the *bodily injury* claim without *our* written consent

This exclusion (4. d) does not apply when the settlement is made with the insurer of an *underinsured motor vehicle*.

- e. To the extent it benefits any insurer or self-insurer under any workers' compensation, disability benefits, or similar law
- f. To the extent it benefits any governmental body or agency;
- g. Any insured while using a land motor vehicle without reasonable belief that he or she has a right to do so
- h. Punitive or exemplary damages
- i. Any insured while *occupying* a land motor vehicle rented or *leased* by that insured when it is being used as a public or livery conveyance

5. Limits of Liability

- a. The maximum amount of Uninsured Motorists Bodily Injury Coverage is shown on the Schedule or Policy Declarations under Limits—Uninsured Motorists Bodily Injury Coverage, Each Person, Each Accident.

- (1) Each Person—This is the maximum amount of coverage for all damages due to *bodily injury* to one person in any one *auto* accident. This maximum amount includes all injury and damages to others resulting from that *bodily injury* including, but not limited to, damages for care, loss of services, or death.

- (2) Each Accident—This is the maximum amount of coverage, subject to the amount shown for Each Person, for all damages due to *bodily injury* to two or more persons in the same accident.

- b. If the damages are caused by an *underinsured motor vehicle*, the limits of liability will be reduced by the following:

- (1) All amounts paid by or on behalf of the owner or operator of the *underinsured motor vehicle*
- (2) All amounts payable under the *bodily injury* liability coverage provided by this Policy

c. The limits shown on the Schedule or Policy Declarations for Uninsured Motorists Bodily Injury Coverage may not be added to the limits for similar coverage applying to other vehicles to determine the limit of insurance coverage available. This applies regardless of the number of

- (1) vehicles involved;
- (2) insureds;
- (3) claims made;
- (4) vehicles or premiums shown on the Schedule or the Policy Declarations; or
- (5) premiums paid.

This means that no stacking or aggregation of Uninsured Motorists Bodily Injury Coverage will be allowed by this endorsement.

d. No person will recover duplicate payments from *us* for the following:

- (1) The same elements of loss under this Policy
- (2) Any amount paid or payable to or for the benefit of the insured by or for any person or organization who is or may be held legally liable for the *bodily injury* to the insured
- (3) Any element of loss for which that person is entitled to receive payment under any workers' compensation law exclusive of non-occupational disability benefits

6. Other Coverage

- a. If two or more insurance policies issued by *us* to *you* apply to the same accident, the total limits of liability under all such policies will not exceed that of the policy with the highest limits of liability.
- b. If other similar coverage is available to an insured, the total limits of liability available from all policies provided by all insurers, either on an excess or primary basis, will not exceed the highest limit available for any one vehicle.

c. Subject to 6.b above, any Uninsured Motorists Bodily Injury Coverage applicable under this endorsement will apply on an excess basis if an insured sustains *bodily injury* while *occupying* a vehicle not owned by or *leased* to that insured.

d. Subject to 6.b and 6.c above, if this endorsement and one or more other policies provide coverage

(1) on a primary basis, *we* are liable only for *our* share. *Our* share is that percent of the damages payable on a primary basis that the limits of liability of this endorsement bears to the total of all applicable uninsured motorists bodily injury coverage provided on a primary basis.

(2) on an excess basis, *we* are liable only for *our* share. *Our* share is that percent of the damages payable on an excess basis that the limits of liability of this endorsement bears to the total of all applicable uninsured motorists bodily injury coverage provided on an excess basis.

7. Arbitration

- a. If *we* and the insured do not agree whether that insured is legally entitled to recover damages or on the amount of damages to which that insured is entitled, the disagreement will be settled by arbitration. Disagreements concerning coverage may not be arbitrated.
- b. Either party may make a written demand for arbitration. The arbitration will be conducted by a single impartial arbitrator.
- c. Each party will pay any expenses that party incurs. The cost of the arbitrator will be shared equally by both parties.
- d. The decision of the arbitrator as to the insured's right to recover damages or the amount of such damages will be binding.

III. Additional Duties under Uninsured Motorists Bodily Injury Coverage

The following duties apply in addition to those set forth in Section IV. Duties After An Accident:

1. An insured seeking coverage must do the following:
 - a. Authorize *us* to obtain medical reports and records.

- b. Submit to examination by physicians chosen and paid by *us* as often as *we* reasonably may require.
 - c. Submit a proof of loss when required by *us*.
 - d. Send *us* copies of all legal papers if a suit is brought.
 - e. Promptly report a hit-and-run accident to the police.
2. An insured seeking coverage for *bodily injury* involving an *underinsured motor vehicle* must provide *us* with the following:
- a. A copy of the complaint, by personal service or certified mail, if that insured brings action against the owner or operator of the *underinsured motor vehicle*
 - b. All pleadings and depositions for copying, or furnish *us* copies of the documents at *our* expense
- These documents must be provided to *us* within a reasonable time period.
- c. Proof that the limits of liability under any bonds or policies have been exhausted by payments of judgments or settlements

IV. Section V. GENERAL PROVISIONS

A. The *Our Right To Recovery Payments* provision is replaced by the following for Uninsured Motorists Bodily Injury Coverage:

- 1. If the damages are caused by an *uninsured motor vehicle*, when *we* make payment to or on behalf of any person, any right of that person to recover from another passes to *us*. Such person must
 - a. do whatever is necessary to help *us* exercise those rights;
 - b. do nothing after loss to prejudice those rights.

- 2. If the damages are caused by an *underinsured motor vehicle*, when a person has been paid by *us* under this Policy and also recovers from another source, the amount recovered from the other source must be held by that person in trust for *us* and reimbursed to *us* to the extent of *our* payment.

B. The *Suit Against Us* provision is replaced by the following for Uninsured Motorists Bodily Injury Coverage:

There is no right of action against *us*

- 1. until all the terms of this Policy have been met;
- 2. unless one of the following actions are taken within two years from the date of the accident:
 - a. Suit has been filed in the proper court against the uninsured motorist.
 - b. An agreement as to the amount due under this coverage has been made.
 - c. The insured or his or her legal representative has formally started arbitration proceedings by making a written request, sent to *us* by certified mail, return receipt requested.

If a suit has been filed against the uninsured motorist, written notice of the suit must be given to *us* within a reasonable time after the insured knew or should have known that the motorist was uninsured. This notice will not be required to be given earlier than two years from the date of accident. Failure of the insured or his or her legal representative to provide such notice will not be a basis for a denial of coverage unless such failure prejudices *our* rights.

This provision does not limit a right of action resulting from *bodily injury* caused by an *underinsured motor vehicle*.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Uninsured Motorists Bodily Injury Coverage issued in accordance with the provisions of the California Low Cost Automobile Insurance Program.